

DATED _____ 202[]

AGREEMENT FOR SUPPORT SERVICES

between

FAIR4ALL FINANCE LIMITED

AND

[Provider]

Draft 24.11.21

Ref: HTE/125885/0001

Drafting notes:

- *This is drafted as a generic template contract for the provision of services to Fair4All Finance. It is designed to provide the basic structure for the contract but not all provisions may be appropriate; others may need adapting for particular circumstances and it may not contain all the provisions necessary or advisable in certain circumstances. **Always consider obtaining legal advice before concluding any contract (written or oral) especially if the contract is material or significant, either in monetary nature or the nature of the services.***
- *It is anticipated that the Services to be provided by the Provider will be specified in a Schedule to this agreement. That description could refer back to the Tender Pack/Quote/Proposal .*
- *We understand that there are and will be no IR35 or other off pay roll concerns in relation to the Provider; nor any risk of TUPE applying to any Provider's staff as a result of providing any relevant Services*

I N D E X

Clause		Page
1	Interpretation	1
2	Commencement and duration	5
3	[Set-up Phase	Error! Bookmark not defined.
4	Provider Services and Provider Covenants	5
5	[KPIs	6
6	Reporting	6
7	Insurance	6
8	Fees	7
9	Key personnel	7
10	Representations and warranties	8
11	Compliance with Laws	8
12	Sub-Contracting and assignment	10
13	Intellectual Property Rights	10
14	[Disaster Recovery Plan	11
15	Confidentiality	11
16	[Freedom of Information	12
17	Data Protection	13
18	Force majeure	13
19	Termination	14
20	Survival	15
21	Announcements	16
22	Entire agreement	16
23	Costs	16
24	Variation	16
25	Waiver	16
26	No partnership or agency	16

27	Dispute Resolution	17
28	Notices	17
29	Counterparts	18
30	Third party rights	18
31	Governing law	18
32	Jurisdiction	18
	Schedule 1 Part 1: The Services	19
	Schedule 2 Draft Reporting framework	20
	Schedule 3 Key Personnel	Error! Bookmark not defined.
	Schedule 4 Affordable Credit Code of Good Practice	Error! Bookmark not defined.

Agreed form documents:

- Tender Pack comprising
 - Invitation to tender document
 - Tender Response submitted by Provider

THIS AGREEMENT is dated

2021

BETWEEN

- (1) **FAIR4ALL FINANCE LIMITED** incorporated and registered in England and Wales with company number 11810533 whose registered office is at PO Box 2nd Floor, 28 Commercial Street, London, England, E1 6LS (**Fair4All Finance**).
- (2) **[FULL COMPANY NAME]** incorporated and registered in England and Wales with company number **[NUMBER]** whose registered office is at **[REGISTERED OFFICE ADDRESS]** (**Provider**).

BACKGROUND

- (A) **[Insert here very brief summary of the background and/or relevant project or purposes for which the services are being commissioned]**
- (B) **[Refer to where scope of works can be found: preferably summarised in a schedule to this agreement or by reference to response to tender/quote/procurement exercise]**
- (C) The Provider is a company incorporated to **[insert company purpose here]**.
- (D) The Provider has tendered to deliver, and Fair4All Finance has appointed the Provider to deliver the scope of works set out in the **[Tender Response/Quote/Proposal]**

AGREED AS FOLLOWS:

1 Interpretation

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

[Achieved KPIs]	respect of any Service in any measurement period, the standard of performance actually achieved by the Provider in the provision of that Service in the measurement period in question (calculated and expressed in the same way as the KPI for that Service is calculated and expressed in part 3 of Schedule 1).
Best Industry Practice:	the standards which fall within the upper quartile in the relevant industry for the provision of comparable services which are substantially similar to the Services, having regard to factors such as the nature and size of the parties, [the KPIs] , the Term, the pricing structure and any other relevant factors.
Business Day	a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
Commencement Date	[the date of this agreement]
Confidential Information	means all confidential or proprietary information (however recorded or preserved) relating to [Project] ,
Data Protection Law	means, as applicable to either Party: (a) the UK GDPR; (b) the Data Protection Act 2018; (c) the Privacy and Electronic Communications (EC Directive) Regulations 2003; (d) any

other applicable law relating to the processing, privacy and/or use of personal data, as applicable to either party; (e) any laws which implement any such laws; and (f) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing

Fees the fees for the Services payable by Fair4All Finance as set out in [Part 2 of Schedule 1]

FOIA the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

Force Majeure Event any circumstance not within a party's reasonable control including, without limitation:

- (a) acts of God, flood, drought, earthquake or other natural disaster;
- (b) epidemic or pandemic;
- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) any law or action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition;
- (f) collapse of buildings, fire, explosion or accident; and
- (g) any labour or trade dispute, strikes, industrial action or lockouts (excluding any labour or trade dispute, strike, industrial action or lockout confined to the Supplier's workforce or the workforce of any Subcontractor of the Supplier).

Information has the meaning given under section 84 of FOIA.

Initial Term the initial term of this agreement of [[] years from the Commencement Date].

Intellectual Property Rights patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, Confidential Information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

[KPIs]	the key performance indicators set out in Part 3 of Schedule 1.]
[Lender]	is a responsible lending organisation, credit union or community development finance institution, appointed by Fair4All Finance to deliver the loans included as part of the NILS, or a lender appointed by Fair4All Finance to pilot other products targeted at customers which Fair4All Finance is seeking to serve.
Mandatory Policies	the Provider's business policies and codes set out in the [Tender Response] or as otherwise approved in writing by Fair4All Finance on: <ul style="list-style-type: none"> • IT resilience, physical and IT security, business continuity and disaster recovery • anti-slavery and human trafficking • Corporate and social responsibility • Anti-Bribery and Anti-Corruption • Ethics • Tax evasion • [Data and Privacy]
NILS	the No Interest Loans Scheme (NILS) being co-ordinated by Fair4All Finance
Necessary Consents	all approvals, certificates, authorisations, permissions, licenses, permits, regulations and consents necessary to enable the Provider to carry on its business, to provide the Services pursuant to this agreement and to offer NILs or any other product the subject of this agreement from time to time.
Project	[Insert definition of relevant Project where appropriate]
Proposal	the Provider's proposal made in response to Fair4All Finance's request for a proposal to provide the Services.
Quarter	each three month period ending [31 March, 30 June, 30 September and 31 December] in each calendar year during the term of this agreement.
[Quote]	the Provider's quote made in response to the request made by Fair4All Finance to quote for providing services]
Relevant Requirements	all applicable laws, statutes regulations and codes relating to: <ul style="list-style-type: none"> • bribery, corruption and fraud; • tax evasion; and/or • anti-slavery and human trafficking.

Request for Information	a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the EIRs.
Services	the services to be provided by the Provider as specified in part 1 of Schedule 1.
[Target KPI]	the minimum level of performance for a KPI which is required by Fair4All Finance as set out against the relevant KPI in Schedule [] .
[Tender Pack]	the pack of tender documents pursuant to which the Provider bid to deliver the Services, including the market engagement slide deck and including the invitation to tender produced by Fair4All Finance and the Tender Response, each in agreed form.]
[Tender Response]	the Provider's tender submitted to Fair4All Finance by way of application for appointment to deliver the Services [in the Territory].]
Term	the term of this agreement including the Initial Term and any Term Extension.
Term Extension	each and any extension of the Term of this agreement for up to one year pursuant to clause 2.2.
Territory	[England] .
UK GDPR	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27th April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006

- 1.7 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.8 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.9 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.10 A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.11 A reference to **writing** or **written** includes email but not fax.
- 1.12 References to a document in **agreed form** are to that document in the form agreed by the parties and initialled by them or on their behalf for identification.
- 1.13 A reference to **this agreement** or to any other agreement or document is a reference to this agreement or such other agreement or document, in each case as varied supplemented amended and/or replaced from time to time.
- 1.14 References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.15 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.16 [The Tender Response shall form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Tender Response. In the event of conflict between (i) the express terms of this agreement (including the Schedules) other than the Tender Response and (ii) the Tender Response, the express terms of this agreement shall prevail.]

2 **Commencement and duration**

- 2.1 Subject to clause 2.2 and clause 15, this agreement shall commence on the Commencement Date and, subject to the rights to terminate in clause 15 will continue for the Initial Term of **[two years]**.
- 2.2 This agreement may be extended by agreement of the parties for up to **[one year]** at the end of the Initial Term and at the end of each Term Extension up to a total Term of seven years from the Commencement Date (or such longer period as the parties may agree).

3 **Provider Services and Provider Covenants**

- 3.1 The Provider shall support Fair4All and the Project and provide the Services to Fair4All Finance to facilitate and support successful delivery of the Project.
- 3.2 Without prejudice to the KPIs, the Provider shall provide the Services:
- 3.2.1 in accordance with the Provider's Tender Response including the timetable and deliverables specified in that Tender Response;

- 3.2.2 with all reasonable skill and care and in accordance with Best Industry Practice; and
- 3.2.3 via only appropriately experienced and qualified personnel.
- 3.3 Time shall be of the essence for the delivery and performance of the Services.
- 3.4 The Provider shall at all times:
 - 3.4.1 procure that it shall be duly authorised and have Necessary Consents;
 - 3.4.2 comply with all relevant laws, rules and regulations to which it may be subject to; including as appropriate [the FCA Handbook/PRA Rulebook, ICAEW, Market Research Society and State Aid or successive Subsidy Control Bill/rules.];
- 3.5 The Provider shall engage and cooperate fully with Fair4All Finance and third parties as it may require in relation to the Project.
- 3.6 The Provider will support any audit of the Project whose scope extends to examining providers of services to Fair4All Finance and promptly to provide information and access to its personnel and records as may be required by Fair4All Finance.
- 3.7 The Provider shall maintain complete and accurate records relating to the provision of the Services and shall keep such records for seven years after the conclusion of this agreement or the provision of the Services (whichever is the later) or for the maximum duration required by relevant regulations.
- 4 **[KPIs]**
 - 4.1 Where any Service is to be subject to a specific KPI as set out in **Error! Reference source not found.**, the Provider shall provide that Service in such a manner as will ensure that the Achieved KPI in respect of that Services is equal to or higher than the corresponding Target KPIs to such specific KPI.
 - 4.2 If the Services are varied or new Services are added, the Target KPIs for such varied or added Services will be determined and included in part 3 of Schedule 1.]
 - 4.3 [The Provider shall provide records of and management reports summarising the Achieved KPIs as provided for in clause 5 below.]
- 5 **Reporting**
 - 5.1 During the Term and for a **period of seven years** thereafter, the Provider shall provide Fair4All Finance with such of the Provider's data as it may from time to time reasonably require in relation to the NILS and any other product or service subject to this agreement including attending the meetings and providing the reports specified in Schedule 2.
 - 5.2 The obligations under this clause 5 shall continue notwithstanding the termination of this agreement or of the Project.
- 6 **Insurance**
 - 6.1 At the written request of Fair4All Finance from time to time, the Provider shall provide Fair4All Finance with confirmation of its professional indemnity insurance policy [together with such other insurance as may be appropriate]

with a reputable insurer and of such limit of cover as Fair4All Finance may reasonably require.

7 Fees

- 7.1 The Fees payable by Fair4All Finance are set out in part 2 of Schedule 1.
- 7.2 The Provider shall deliver to Fair4All Finance an appropriate invoice for such Fees as they fall due together with, where appropriate, evidence that any milestone to be achieved before such Fees become due, has been achieved.
- 7.3 The Fees shall be paid in cleared funds to such account at the Provider shall nominate in writing and shall be paid within 30 Days of an appropriate invoice being submitted to Fair4All Finance provided that if Fair4All does not agree that any relevant milestone has been achieved it shall give notice of that as soon as reasonably practicable. Any difference of opinion or dispute as to whether any milestone has been achieved or any fees shall have become due shall be dealt with in accordance with clause 27.
- 7.4 All amounts referred to in this agreement are inclusive of VAT.

8 Key personnel

- 8.1 Each party shall appoint the persons named as such in **Error! Reference source not found.** as the individuals who shall be responsible for the matters allocated to such Key Personnel. The Key Personnel shall be those people who are identified by each party as being key to the success of the implementation and/or operation of the services provided. The Key Personnel shall have the authority to act on behalf of their respective party on the matters for which they are expressed to be responsible.
- 8.2 The Provider shall not remove or replace any of the Key Personnel unless:
- 8.2.1 requested to do so by Fair4All Finance;
 - 8.2.2 the person is on long-term sick leave;
 - 8.2.3 the person resigns from their employment with the Provider; or
 - 8.2.4 the Provider obtains the prior written consent of Fair4All Finance.
- 8.3 The Provider shall inform Fair4All Finance of the identity and background of any replacements for any of the Key Personnel as soon as a suitable replacement has been identified. Fair4All Finance shall be entitled to interview any such person and may object to any such proposed appointment within 10 Business Days of being informed of or meeting any such replacement if, in its reasonable opinion, it considers the proposed replacement to be unsuitable for any reason.
- 8.4 Each party shall ensure that the role of each of its Key Personnel is not vacant (in terms of a permanent representative) for more than 10 Business Days. Any replacement shall be as, or more, qualified and experienced as the previous incumbent and fully competent to carry out the tasks assigned to the Key Personnel whom they have replaced. A temporary replacement shall be identified with immediate effect from the Provider becoming aware of the role becoming vacant.
- 8.5 Fair4All Finance may require the Provider to remove, or procure the removal of, any of its Key Personnel whom it considers, in its reasonable opinion, to be

unsatisfactory for any reason which has a material impact on such person's responsibilities.

9 **Representations and warranties**

9.1 The Provider makes the representations and warranties in clause 9.2 to clause 9.4 on the date of this agreement and on the date of each invoice submitted in respect of the Services.

9.2 *Status*

The Provider is a duly incorporated and validly existing under the law of its jurisdiction of incorporation and has the power to own its assets and carry on its business as it is being conducted.

9.3 *Power and authority*

The Provider has the power to enter into, deliver and perform, and has taken all necessary action to authorise its entry into, delivery and performance of, this agreement and the transactions contemplated by it.

9.4 *Non-contravention*

The entry into and performance by it of, and the transactions contemplated by, this agreement do not and will not contravene or conflict with the Provider's constitutional documents, any agreement or instrument binding on it or any law or regulation or judicial or official order, applicable to it.

10 **Compliance with Laws**

10.1 The Provider shall:

10.1.1 comply with all applicable laws, statutes, regulations, and codes from time to time in force including but not limited to the Relevant Requirements;

10.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

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

10.1.4 not engage in any activity, practice or conduct which would constitute either:

10.1.4.1 a UK tax evasion facilitation offence under section 45(5) of the Criminal Finances Act 2017; or

10.1.4.2 a foreign tax evasion facilitation offence under section 46(6) of the Criminal Finances Act 2017;

10.1.5 have and shall maintain in place throughout the Term its own policies and procedures, including the Mandatory Policies to ensure compliance by the Provider and its officers and employees with the Relevant Requirements and clauses 10.1.1 - 10.1.4 and as are reasonable to prevent the facilitation of tax evasion by any person

(including officers and employees of the Provider) and will enforce them where appropriate;

- 10.1.6 notify Fair4All Finance (in writing) if it becomes aware of any breach of clauses 10.1.1 - **Error! Reference source not found.**, or has reason to believe that:
 - 10.1.6.1 it or any person associated with it has received a request or demand for any undue financial or other advantage;
 - 10.1.6.2 there is any actual or suspected slavery or human trafficking in a supply chain which has a connection with this agreement;
 - 10.1.6.3 it or any person associated with it has received a request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017; or
 - 10.1.6.4 it or any person associated with it is or is likely to be the subject of any inquiry or disciplinary action from the FCA or any other regulatory authority;
- 10.1.7 immediately notify Fair4All Finance (in writing) if a foreign public official becomes an officer or employee of the **Provider or acquires a direct or indirect interest in the Provider** and the Provider warrants that it has no foreign public officials as **direct or indirect owners**, officers or employees at the date of this agreement);
- 10.1.8 within **[one]** month of the date of this agreement, and annually thereafter, certify to Fair4All Finance in writing signed by an officer of the Provider, compliance with this clause 10.1 by the Provider and all persons associated with it under clause 10.4. The Provider shall provide such supporting evidence of compliance as Fair4All Finance may reasonably request.
- 10.2 The Provider shall ensure that any person associated with the Provider who is performing services in connection with this agreement does so only based on a written contract which secures terms equivalent to this clause 10 (**Relevant Terms**). The Provider shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to Fair4All Finance for any breach by such persons of any of the Relevant Terms.
- 10.3 The Provider represents and warrants that it not has been convicted of any offence under any of the Relevant Requirements; nor has it been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence under any Relevant Requirement.
- 10.4 Breach of this clause 10 shall be deemed a material breach under clause 18.1.1.
- 10.5 For the purpose of this clause 10, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this clause 10 a person associated with the Provider includes (but is not limited to)1 any subcontractor of the Provider.

10.6 For the purposes of clause 10.1.5, the meaning of reasonable prevention procedure shall be determined in accordance with any guidance issued under section 47 of the Criminal Finances Act 2017 and a person associated with the Supplier includes (but is not limited to) any subcontractor of the Supplier.

11 Sub-Contracting and assignment

11.1 Subject to clause 11.3, neither party shall assign, novate, subcontract or otherwise dispose of any or all of its rights and obligations under this agreement without the prior written consent of the other party, neither may the Provider sub-contract the whole or any part of its obligations under this agreement except with the express prior written consent of Fair4All Finance, such consent not to be unreasonably withheld.

11.2 [In the event that the Provider enters into any Sub-Contract in connection with this agreement it shall:

11.2.1 remain responsible to Fair4All Finance for the performance of its obligations under the agreement notwithstanding the appointment of any Sub-Contractor and be responsible for the acts omissions and neglects of its Sub-Contractors;

11.2.2 impose obligations on its Sub-Contractor in the same terms as those imposed on it pursuant to this agreement and shall procure that the Sub-Contractor complies with such terms; and

11.3 Fair4All Finance shall be entitled:

11.3.1 to assign its rights and obligations under this agreement to a third party in connection with a disposal or restructuring of all or part of its business; or

11.3.2 to novate (and the Provider shall be deemed to consent to any such novation) this agreement to any other body which performs any of the functions previously performed by Fair4All Finance.

12 Intellectual Property Rights

Background IP

12.1 Nothing in this agreement shall affect the absolute ownership of any Intellectual Property Rights which are:

- vested in Fair4All Finance,
- owned by the Provider prior to the date of this agreement, or
- created by the Provider independently of this agreement

("Background IP") which shall continue to be owned by the party contributing it and shall remain unfettered by this Agreement otherwise than as expressly set out in this clause 12.

12.2 The Provider hereby grants Fair4All Finance a royalty-free, non-exclusive, perpetual licence (with a right to sub-license) the Provider's Background IP to the extent required for Fair4All Finance for the purpose of the Project and including exercising its rights under and taking the benefit of this Agreement.

12.3 If Fair4All Finance requires a licence of the Provider's Background IP for any purpose other than the purpose in clause 12.2, it shall obtain the prior written

approval of the Provider such approval not to be unreasonably withheld or delayed.

- 12.4 Fair4All Finance hereby grants to the Provider a royalty-free, non-exclusive, sub-licensable licence to use the Background IP in the Project documents for the purpose of complying with the Provider's obligations under this agreement.

Foreground IP

- 12.5 The Provider acknowledges and agrees that ownership of any Intellectual Property Rights which are created or developed during the Term for the purpose of the Project ("**Foreground IP**") shall belong to and remain exclusively with Fair4All Finance.
- 12.6 The Provider hereby assigns to Fair4All Finance all and any such Foreground IP created or developed by the Provider and subsisting in the deliverables provided by the Provider under this agreement as and when such Foreground IP is created by way of present assignment of future Intellectual Property Rights absolutely with full title guarantee and in each case for the remainder of the term thereof including any renewals, reversions, extensions or revivals and including the right to take action for past acts of infringement (including proceedings for passing off or under laws of unfair competition).
- 12.7 In consideration of the assignment in clause 12.6, Fair4All Finance hereby grants to the Provider a royalty-free, non-exclusive, licence to use such Foreground IP for the purpose of complying with the Provider's obligations under this agreement

13 [Disaster Recovery Plan]

- 13.1 The Implementation Plan includes the Provider's disaster recovery plan and the Provider shall at all times comply with the relevant provisions of such plan.
- 13.2 Following the declaration of a disaster in respect of any of the Services, the Provider shall:
- 13.2.1 implement its disaster recovery plan;
 - 13.2.2 continue to provide the affected Services in accordance with that plan;
 - 13.2.3 restore the affected Services to normal within the period laid out in that plan.
- 13.3 To the extent that the Provider complies with the provisions of this clause 13 (and the reason for the relevant disaster was not a breach of any of the other terms of this agreement by the Provider) the KPIs to which the affected Services are to be provided during the continuation of the relevant disaster shall not be the KPIs as referred to in clause 4 but shall be the KPIs set out on the Provider's disaster recovery plan or, if none, the best services levels which are reasonably achievable in the circumstances.]

14 Confidentiality

- 14.1 Each party undertakes that it shall not at any time disclose to any person the Confidential Information, except as permitted by clause 14.2 or 14.3.
- 14.2 Each party may disclose the other party's Confidential Information:
- 14.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of

exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 14; and

- 14.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 14.3 Fair4All Finance may disclose any information howsoever relating to the Nils (and any additional product, scheme, or project in respect of which Services may from time to time be provided that (acting reasonably) it considers necessary or appropriate to disclose to HM Treasury pursuant to the Grant Agreement and/or to any Project Partner, any co-funder of the Nils and/or to other Providers participating in the Nils.
- 14.4 The Provider agrees to co-operate with any request for information that Fair4All Finance may request from time to time howsoever relating to any request under Freedom of Information Act 2000.
- 14.5 No party shall use any other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

15 Freedom of Information

- 15.1 The Provider acknowledges that HM Treasury is subject to the requirements of the FOIA and the EIRs. The Provider shall:
 - 15.1.1 provide all necessary assistance and cooperation as reasonably requested by Fair4All Finance to enable Fair4All Finance and/or HM Treasury to comply with its obligations under the FOIA and EIRs;
 - 15.1.2 transfer to Fair4All Finance all Requests for Information relating to this agreement that it receives as soon as practicable and in any event within two Business Days of receipt;
 - 15.1.3 provide Fair4All Finance with a copy of all Information belonging to Fair4All Finance and/or HM Treasury requested in the Request For Information which is in its possession or control in the form that Fair4All Finance requires within five Business Days (or such other period as Fair4All Finance may reasonably specify) of Fair4All Finance's request for such Information; and
 - 15.1.4 not respond directly to a Request For Information howsoever relating to the Nils and/or any Product or customer or potential customer unless authorised in writing to do so by Fair4All Finance.
- 15.2 The Provider acknowledges that Fair4All Finance and/or HM Treasury may be required under the FOIA and EIRs to disclose Information (including commercially sensitive information) without consulting or obtaining consent from the Provider. Fair4All Finance shall take reasonable steps to notify the Provider of a Request For Information received by it (in accordance with the Cabinet Office's Freedom of Information Code of Practice issued under section 45 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this agreement) Fair4All Finance shall be responsible for determining in its absolute discretion whether any commercially sensitive information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

15.3 Notwithstanding any other term of this agreement, the Provider consents to the publication of this agreement in its entirety, subject only to the redaction of information that is exempt from disclosure in accordance with the provisions of the FOIA and EIRs.

15.4 Fair4All Finance shall, prior to publication of this agreement or any information pursuant to this clause 15, consult with the Provider on the manner and format of publication and to inform its decision regarding any redactions but shall have the final decisions in its absolute discretion. The Provider shall assist and cooperate with Fair4All Finance to enable Fair4All Finance to publish this agreement.]

16 **Data Protection**

16.1 The Parties do not intend to share personal data in connection with the delivery of the Services (except to the extent necessary to administer the Agreement).

16.2 In the course of performing their obligations under this Agreement, the Parties agree to comply with their respective obligations as independent controllers under Data Protection Law.

17 **Force majeure**

17.1 Provided it has complied with the remaining provisions of this clause 17, if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations.

17.2 The corresponding obligations of the other party will be suspended to the same extent as those of the Affected Party.

17.3 The Affected Party shall:

17.3.1 as soon as reasonably practicable after the start of the Force Majeure Event but not later than **[three]** Business Days, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and

17.3.2 use all reasonable endeavours to mitigate the effect of the Force Majeure Event.

17.4 An Affected Party cannot claim relief if the Force Majeure Event is attributable to the Affected Party's wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event. The Provider cannot claim relief if the Force Majeure Event is one which, in accordance with Best Industry Practice, the Provider should have foreseen and provided for the cause in question.

17.5 The Affected Party shall notify the other party in writing as soon as practicable after the Force Majeure Event ceases or no longer causes the affected party to be unable to comply with its obligations under this agreement. Following such notification, this agreement shall continue to be performed on the terms existing immediately before the occurrence of the Force Majeure Event unless agreed otherwise by the parties.

17.6 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than **[four]**

weeks, the party not affected by the Force Majeure Event may terminate this agreement by giving [10] Business Days' notice to the Affected Party.

18 Termination

18.1 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

18.1.1 the other party commits a material breach of any term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of [14] days after being notified in writing to do so;

18.1.2 the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;

18.1.3 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts;

18.1.4 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

18.1.5 the other party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;

18.1.6 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company, limited liability partnership or partnership) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

18.1.7 an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the other party (being a company, partnership or limited liability partnership);

18.1.8 the holder of a qualifying floating charge over the assets of that other party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;

18.1.9 a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;

18.1.10 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days.

- 18.2 [Without affecting any other right or remedy available to it, Fair4All Finance may terminate this agreement with immediate effect by giving written notice to the Provider if the Provider ceases to be authorised by [FCA/PRA/ or other relevant body] or is the subject of any disciplinary action or inquiry by [FCA/PRA/ or other relevant body] or any other regulator]
- 18.3 Without affecting any other right or remedy available to it, Fair4All Finance may terminate this agreement at any time on giving not less than 20 Business Days' written notice to the Provider.
- 19 **Survival**
- 19.1 The Provider shall remain entitled to receive any Fee that shall have accrued and fallen due but not been paid prior to the date of termination of this agreement.
- 19.2 [Unless the Provider shall be in breach of this agreement or shall suffer any of the circumstances referred to in clause 18.1.3 – 18.1.10 the Provider shall be entitled to be paid a reasonable fee in relation to Services provided prior to the termination of this agreement save to the extent that any such fee is payable by reference to any milestone or KPI which has not been achieved prior to such termination.]
- 19.3 Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement including:
- clause [Error! Reference source not found.](#);
 - clause 3.6;
 - clause 3.7;
 - clause 5 (*Reporting*);
 - clause 12 (*Intellectual property Rights*);
 - clause 14 (*Confidentiality*);
 - [clause 15 (*Freedom of Information*)];
 - this clause 19;
 - clause 20 (*Announcements*);
 - clauses 24-31
- shall remain in full force and effect.
- 19.4 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

20 **Announcements**

- 20.1 Fair4All Finance may from time to time, during or after the Term, publish evaluations of the Nils including such information as it may from time to time determine (subject to clause 14).
- 20.2 Fair4All Finance may from time to time, during or after the Term, share information with its funders and/or collaborators.
- 20.3 The Provider shall not make, or permit any person to make, any public announcement concerning the existence, subject matter or terms of this agreement, the wider transactions contemplated by it, or the relationship between the parties, without the prior written consent of Fair4All Finance, except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

21 **Entire agreement**

- 21.1 This agreement together with the documents referred to in it (together **Documents**), constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 21.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Documents. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

22 **Costs**

- 22.1 Except as expressly provided in this agreement, each party shall pay its own costs incurred in connection with the negotiation, preparation, and execution of this agreement and any documents referred to in it.

23 **Variation**

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

24 **Waiver**

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

25 **No partnership or agency**

- 25.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 25.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

26 Dispute Resolution

- 26.1 If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it (**Dispute**) then the parties shall follow the procedure set out in this clause:
- 26.1.1 either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, the Key Personnel shall attempt in good faith to resolve the Dispute;
- 26.1.2 if the Key Personnel are for any reason unable to resolve the Dispute within [20] Business Days of service of the Dispute Notice, the Dispute shall be referred to the [SENIOR OFFICER TITLE] of Fair4All Finance and the Provider's [SENIOR OFFICER TITLE] who shall attempt in good faith to resolve it; and
- 26.1.3 if the [SENIOR OFFICER TITLE] of Fair4All Finance and the Provider's [SENIOR OFFICER TITLE] are for any reason unable to resolve the Dispute [20] Business Days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR. To initiate the mediation, a party must serve notice in writing (ADR notice) to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR. The mediation will start not later than [20] Business Days after the date of the ADR notice.
- 26.2 The commencement of mediation shall not prevent the parties commencing or continuing court proceedings in relation to the Dispute under clauses 30 and 31 which clauses shall apply at all times.

27 Notices

- 27.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be:
- 27.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office for the time being; or
- 27.1.2 sent by email to:
- [REDACTED] (in the case of the Provider)
 - [REDACTED] (in the case of Fair4All Finance).
- 27.2 Any notice or communication shall be deemed to have been received:
- 27.2.1 if delivered by hand, at the time the notice is left at the proper address;
- 27.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
- 27.2.3 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 27.2.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

27.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

28 Counterparts

28.1 This agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

28.2 No counterpart shall be effective until each party has executed provided to the other at least one executed counterpart.

29 Third party rights

29.1 This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

29.2 The rights of the parties to rescind or vary this agreement are not subject to the consent of any other person.

30 Governing law

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

31 Jurisdiction

Each party irrevocably agrees that the courts of **England and Wales** shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

This agreement has been entered into on the date stated at the beginning of it.

Signed by **[NAME OF DIRECTOR]** for and on behalf of **[Provider]**

.....
Director

Signed by **[NAME OF DIRECTOR]** for and on behalf of Fair4All Finance **Limited**

.....
Director

Schedule 1
Part 1: The Services

[Insert here the details of the Services to be provided including all specific criteria to be met and time lines to be achieved. Reference to more detail in the [Tender Pack/Quote/Proposal] could be made but precision as to what is to be provided and when is required.]

Part 2 The Fees

[Insert here details of the fee structure: how much is to be paid; when; if pegged to milestones, these should be specified and if need be how they will be measured.]

[Part 3 KPIs]

Schedule 2
Draft Reporting framework

- 1 **Prepare reports and deliverables as set out in the Providers [tender/Quote/Proposal]**

Schedule 3 Key Personnel

Provider Key Personnel

[Accountable lead (likely to be CEO / COO)]	
[Product design lead]	
[Lending operations lead]	

Fair4All Key Personnel

[Accountable lead]	
[Product design lead]	
[Lending operations lead]	

Schedule 4
Affordable Credit Code of Good Practice

1. **Organisation set up and social purpose** - the Provider will:
 - a) Have a clearly defined social purpose set out in its constitutional documents to increase the financial resilience and wellbeing of people in vulnerable circumstances.
 - b) Have a clearly defined policy in relation to the distribution of post-tax profits and proceeds from the sale of assets to ensure that surpluses are principally used to achieve its purpose and that the post-tax pay-outs to members are capped at <50% over time to ensure that there is not undue private gain from the activities of the organisation.
 - c) Be able to demonstrate that the remuneration of its officers and employees, including salaries, benefits and all forms of distribution or other participation, is reasonable, proportionate and relative to market practice for social sector organisations generally and is disclosed.
 - d) Ensure that all their employees earn a real living wage or be working towards this.
 - e) Evaluate and measure its social impact and make reports publicly available.
 - f) Be open to undertaking an independent social impact audit.

2. **Approach to consumers** - the Provider will:
 - a) Have a customer-centered culture; organisations will understand the needs of their customer base and will design products and services that suit their needs and help improve their financial resilience and wellbeing.
 - b) Have policies and processes for supporting customers in vulnerable circumstances that are fully embedded across the organisation. Providers will understand the needs of their customers in vulnerable circumstances and this will inform product design and communications with customers. Team members will be well trained in vulnerability policies and in identifying and serving customers in vulnerable circumstances.

3. **Lending** - the Provider will:
 - a) Before providing credit, make a detailed assessment of a customer's income and expenditure to determine that the loan is affordable and will not push customers into financial difficulty.
 - b) Communicate clearly and transparently with customers, ensuring they have understood how the loan will affect their financial situation. Customers should be provided with tools to understand the costs of repayment over different time periods, including comparison of the total cost of the loan.
 - c) Charge an APR and an underlying interest rate that is not excessive, taking into consideration risk and social impact objectives.

4. **Repayment and recovery** – the Provider will:

- a) Allow customers to repay their loan early without incurring a fee or charge. Providers should encourage customers to repay loans early, where this is affordable.
- b) Take an empathetic approach to arrears and debt recovery, centred on agreeing an affordable and sustainable repayment plan with the customer. Customers in financial difficulty will be treated fairly and provided with appropriate support.

5. **Customer Support and Wrap around services** - the Provider will:

- a) Provide support for customers to build their financial resilience, either in house or through partnerships or referrals to a third party. This should include encouraging savings behaviour, building financial capability and helping customers access their full entitlement to grants and benefits.
- b) Provide customers who are declined for credit with information about why the decision has been taken, alongside signposting to relevant guidance or support.
- c) Work in partnership with free debt advice providers, maintaining an active channel to refer customers to when they are in financial difficulty at either the application stage or whilst they are a customer.