

Contract for Services Terms and Conditions

Agreed Terms

1. Interpretation

1.1. Definitions:

Business Day:	a day other than a Saturday, Sunday or public holiday in England.
Charges:	the charges payable by Fair4All Finance for the supply of the Services by the Service Provider, as set out in Schedule 2.
Conditions:	these terms and conditions set out in clause 1 to clause 13 (inclusive).
Contract:	the contract between Fair4All Finance and the Service Provider for the supply of the Services in accordance with the Contract Details, Fair4All Finance's Policies, the Conditions and any Schedules.
Contract Details:	the table of contract details set out at the beginning of the Contract.
Data Protection Laws:	all applicable data protection and privacy legislation in force from time to time in the UK including the Data Protection Act 2018 ("DPA"), UK GDPR (as defined in the DPA), and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426).
Deliverables:	all documents, datasets, products and materials developed by the Service Provider or its agents, subcontractors and personnel as part of or in relation to the Services in any form, including without limitation the Key Deliverables set out in the Contract Details.
End Date	the day on which the Contract will terminate, as set out in the Contract Details, subject to earlier termination in accordance with the Contract.
Fair4All Finance Materials:	all materials, equipment and tools, drawings, specifications and data supplied by Fair4All Finance to the Service Provider.
Fair4All Finance's Policies:	Fair4All Finance's policies set out in Schedule 3, as amended by notification to the Service Provider from time to time.
Intellectual	patents, rights to inventions, copyright and related rights, trademarks

Property Rights:	and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, 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.
Key Personnel:	those individuals, if any, named in the Contract Details or in Schedule 1.
Services:	the services, including without limitation any Deliverables, to be provided by the Service Provider pursuant to the Contract, as described in Schedule 1.
Start Date:	the day on which the Service Provider is to start provision of the Services, as set out in the Contract Details.
Service Provider Background IPRs:	all Intellectual Property Rights that are owned by or licensed to the Service Provider and which are or have been developed independently of the Contract in each case either subsisting in the Deliverables or otherwise necessary or desirable to enable Fair4All Finance to receive and use the Services and the Deliverables.

1.2. Interpretation:

1.2.1. A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time

1.2.2. A reference to writing or written includes email

2. Commencement and term

The Contract shall commence on the date when it has been signed by both parties and shall continue, unless terminated earlier in accordance with its terms, until the End Date.

3. Supply of services

3.1. The Service Provider shall supply the Services to Fair4All Finance from the Start Date in accordance with the Contract. In performing the Services the Service Provider shall meet any performance dates, measures and indicators specified in Schedule 1

3.2. In supplying the Services, the Service Provider shall:

3.2.1. supply the Services with the highest level of care, skill and diligence in accordance with best practice in the Service Provider's industry, profession or trade

3.2.2. ensure that it has all necessary resources and expertise to supply the Services

3.2.3. co-operate with Fair4All Finance in all matters relating to the Services, and comply with all reasonable instructions of Fair4All Finance

- 3.2.4. appoint or, at the written request of Fair4All Finance (acting reasonably), replace without delay a manager, who shall have authority to contractually bind the Service Provider on all matters relating to the Services
- 3.2.5. only use personnel (including, if applicable, any Key Personnel) who are suitably skilled and experienced to perform the tasks assigned to them, and in sufficient number to ensure that the Service Provider's obligations are fulfilled
- 3.2.6. if any Key Personnel have been identified in accordance with the Contract:
 - a use the Key Personnel in the provision of the Services
 - b promptly inform Fair4All Finance of the absence (or the anticipated absence), including by way of departure, secondment or resignation, of any of the Key Personnel, and if so required by Fair4All Finance, provide a suitably qualified replacement for such individual who shall be approved by Fair4All Finance (acting reasonably)
 - c promptly, change, replace or remove any Key Personnel upon the written request of Fair4All Finance (acting reasonably)
 - d otherwise not to change, replace or remove the Key Personnel without the prior written approval of Fair4All Finance
- 3.2.7. use the personnel to perform the tasks (if any) referred to in Schedule 1
- 3.2.8. ensure that it obtains, and maintains all approvals, licences and permissions (statutory, regulatory, contractual or otherwise) it may require and which are necessary to enable it to comply with its obligations in the Contract
- 3.2.9. ensure that the Services and Deliverables shall conform in all respects with the service description set out in Schedule 1 and that the Deliverables shall be fit for any purpose that Fair4All Finance makes known to the Service Provider
- 3.2.10. provide all equipment and items required to provide the Services
- 3.2.11. ensure that the Deliverables, and all goods, materials, standards and techniques used in providing the Services are of the best quality and are free from defects
- 3.2.12. comply with (i) all applicable laws, statutes, regulations and codes from time to time in force and (ii) Fair4All Finance's Policies
- 3.2.13. not do or omit to do anything which may cause Fair4All Finance to lose any licence, authority, approval or permission on which it relies for the purposes of conducting its business
- 3.2.14. assist Fair4All Finance to comply with the requirements under the Dormant Bank and Building Society Accounts Act 2008 to which it is subject
- 3.2.15. comply with all laws regulating the way it operates, the work it carries out, the staff it employs or the goods or services it buys. The Service Provider will ensure that there is an equal opportunities policy in place at all times, to help compliance with all relevant laws

and good practice

- 3.2.16. act in a fair and open manner without distinction as to race, religion, age, gender, sexual orientation or disability, and in compliance with relevant legislation. The Service Provider's employment policies and procedures will reflect the requirement of equal opportunities in the recruitment and selection process and the need to ensure an appropriate balance of staff in its organisation
- 3.2.17. comply with all applicable laws, statutes, regulations and codes relating to procurement, subsidy control, anti-bribery and anti-corruption including but not limited to the Bribery Act 2010
- 3.2.18. adhere to best practice and have in place sufficient policies and procedures to ensure compliance with clause 3.2.17 and, in relation to procurement, the efficient and effective spending of money so as to generate good value from the same; and on request from Fair4All Finance, provide evidence of such policies and procedures
- 3.2.19. send Fair4All Finance, or any third-parties acting on Fair4All Finance's behalf, any information, explanation and documents as is reasonably requested (and in such form as is reasonably requested) about its supply of the Services or about its organisation and its activities
- 3.2.20. inform Fair4All Finance immediately in writing of anything that significantly delays, threatens or makes unlikely the supply of the Services in accordance with the Contract
- 3.2.21. permit any person authorised by Fair4All Finance, or any third-party acting on Fair4All Finance's behalf, such reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating its fulfilment of its obligations under or in connection with the Contract and shall, if so required, provide appropriate oral or written explanations for them
- 3.2.22. provide such information as Fair4All Finance, or any third-parties acting on Fair4All Finance's behalf, requests to enable Fair4All Finance to comply with its own reporting obligations, in particular to allow Fair4All Finance to respond to requests for information from Fair4All Finance's sole member The Oversight Trust and Fair4All Finance's funder(s) and to make a full and complete declaration in the annual assurance statement which Fair4All Finance is obliged to provide to The Oversight Trust
- 3.2.23. comply with any reasonable request from Fair4All Finance, or any third parties acting on Fair4All Finance's behalf, to assist Fair4All Finance to comply with an independent review requested by Fair4All Finance or Fair4All Finance's funder(s)
- 3.2.24. comply with and facilitate Fair4All Finance's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to it and Fair4All Finance
- 3.2.25. be available for meetings with Fair4All Finance and allow Fair4All Finance or those acting for Fair4All Finance or the Controller and Auditor General, their staff at the National

Audit Office and agents and advisers, full and free access to its records and any of its offices or buildings and produce such oral or written explanations as Fair4All Finance or the Controller and Auditor General considers necessary

3.3. Time is of the essence in relation to any performance dates for the Service Provider. If the Service Provider fails to meet the relevant deadlines, then (without prejudice to Fair4All Finance's right to terminate the Contract and any other rights it may have), Fair4All Finance may:

3.3.1. at its sole discretion, request (in writing) a remedial plan to be produced by the Service Provider within 20 Business Days, which the Service Provider shall so produce to the satisfaction of Fair4All Finance

3.3.2. refuse to accept any subsequent performance of the Services which the Service Provider attempts to make

3.3.3. hold the Service Provider accountable for any loss and additional costs incurred

3.3.4. have any sums previously paid by Fair4All Finance to the Service Provider as work in progress payments in respect of the Services for which the performance dates were not met, refunded by the Service Provider

4. Fair4All Finance's obligations

4.1. Fair4All Finance shall provide such necessary information, access to Fair4All Finance's premises and data, and co-operation, for the provision of the Services as the Service Provider may reasonably request

4.2. A failure by Fair4All Finance to comply with the terms of the Contract can only relieve the Service Provider from complying with its obligations under the Contract with effect from the date on which the Service Provider notifies Fair4All Finance in writing of Fair4All Finance's failure and its effect or anticipated effect on the Services.

5. Title to Deliverables and Fair4All Finance's Materials

5.1. Title to any Deliverables transferred to Fair4All Finance as part of the Services shall pass to Fair4All Finance on the earlier of their delivery to Fair4All Finance or payment of the Charges for them. The Service Provider transfers the Deliverables to Fair4All Finance free from any third-party rights

5.2. All Fair4All Finance Materials are the exclusive property of Fair4All Finance.

6. Data protection

6.1. The parties shall comply with all applicable requirements of the Data Protection Laws and all of their obligations set out in Schedule 4 (Data protection).

7. Intellectual property

7.1. In relation to the Fair4All Finance Materials

- 7.1.1. Fair4All Finance and its licensors shall retain ownership of all Intellectual Property Rights in the Fair4All Finance Materials
- 7.1.2. Fair4All Finance grants to the Service Provider a paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Fair4All Finance Materials for the duration of the Contract for the purpose of providing the Services to Fair4All Finance
- 7.2. In relation to the Deliverables:
 - 7.2.1. the Service Provider assigns to Fair4All Finance, with full title guarantee and free from all third-party rights, all Intellectual Property Rights in the Deliverables
 - 7.2.2. the Service Provider grants to Fair4All Finance, or shall procure the direct grant to Fair4All Finance of, a fully paid-up, worldwide, non-exclusive, royalty-free, perpetual and irrevocable licence to use, copy and modify the Service Provider Background IPRs for the purpose of receiving and using the Services and the Deliverables
 - 7.2.3. the Service Provider shall obtain waivers of all moral rights in the Deliverables to which any individual is now or may be at any future time entitled
 - 7.2.4. the Service Provider shall, promptly at Fair4All Finance's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as Fair4All Finance may from time to time require for the purpose of securing for Fair4All Finance all right, title and interest in and to the Intellectual Property Rights assigned to Fair4All Finance in accordance with clause 7.2.1
- 7.3. The Service Provider shall indemnify Fair4All Finance against all liabilities, costs, expenses, damages and losses suffered or incurred by Fair4All Finance arising out of or in connection with any claim brought against Fair4All Finance for actual or alleged infringement of a third-party's rights (including any Intellectual Property Rights) arising out of, or in connection with, the receipt, use or onward supply of the Services by Fair4All Finance and its licensees and sub-licensees. This clause 7.3 shall survive termination or expiry of the Contract

8. Charges and payment

- 8.1. 8.1 In consideration for the provision of the Services, Fair4All Finance shall pay the Service Provider the Charges in accordance with this clause 8. All amounts payable by Fair4All Finance exclude amounts in respect of value added tax (**VAT**) which Fair4All Finance shall additionally be liable to pay, subject to receipt of a valid and undisputed VAT invoice
- 8.2. The Service Provider shall submit invoices for the Charges to Fair4All Finance at the intervals specified in Schedule 2. Each invoice shall include all supporting information reasonably required by Fair4All Finance. Fair4All Finance shall pay each undisputed invoice which is properly due and submitted to it by the Service Provider, within 30 days of receipt, to a bank account nominated in writing by the Service Provider
- 8.3. Fair4All Finance may at any time, without notice to the Service Provider, set off any liability of the Service Provider to Fair4All Finance against any liability of Fair4All Finance to the Service Provider

- 8.4. For the purpose of its annual accounting the Service Provider will furnish Fair4All Finance, upon request, with updates on the fees accrued in respect of the Charges for the Services

9. Limitation of liability

- 9.1. References to liability in this clause 9 include every kind of liability arising under or in connection with the Contract including but not limited to liability in contract, negligence, misrepresentation or otherwise
- 9.2. Nothing in the Contract shall limit the Service Provider's liability under clauses 6 or 7.3 of the Contract or any indemnity given by the Service Provider in Schedule 4 (Data protection)
- 9.3. Nothing in the Contract limits any liability which cannot legally be limited, including liability for death or personal injury caused by negligence and fraud or fraudulent misrepresentation
- 9.4. Subject to clause 9.2 and clause 9.3:
- 9.4.1. the Service Provider's total liability to Fair4All Finance for loss or damage shall not exceed the higher of (i) £1,000,000 or (ii) the total amount of the Charges
- 9.4.2. Fair4All Finance's total liability to the Service Provider shall not exceed the lower of (i) £100,000 or (ii) the amount of the Charges

10. Insurance

During the duration of the Contract, the Service Provider shall maintain in force, with a reputable insurance company, professional indemnity insurance, employer liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract.

11. Termination

- 11.1. Without affecting any other right or remedy available to it, Fair4All Finance may terminate the Contract with immediate effect by giving written notice to the Service Provider if:
- 11.1.1 the Service Provider's financial position deteriorates to such an extent that in Fair4All Finance's reasonable opinion the Service Provider's capability to fulfil its obligations under the Contract has been placed in jeopardy
- 11.1.2 the Service Provider commits a breach of clause 3.2.14
- 11.1.3 the Deliverables or the provision of the Services do not comply with clauses 3.2.9 and 3.2.11 in respect of quality or there is a breach of clause 3.3 in respect of timing of performance
- 11.1.4 Fair4All Finance's funding position changes in any material respects and, in the opinion of Fair4All Finance (acting reasonably) it shall no longer be able to fund the payment of future Charges as a result
- 11.1.5 any of the Service Provider's actions, or its association with Fair4All Finance, brings (or could reasonably be likely to bring) Fair4All Finance's reputation into disrepute
- 11.2. in Fair4All Finance's opinion, any information provided by the Service Provider in relation to the tender or offer to carry out the Services, is found to have been misleading or factually incorrect

- 11.3. Without affecting any other right or remedy available to it, Fair4All Finance may terminate the Contract on 20 Business Days' written notice to the Service Provider
- 11.4. Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 11.4.1. the other party commits a breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 15 days after being notified in writing to do so
- 11.4.2. the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors, applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up, having a receiver appointed to any of its assets or ceasing to carry on business
- 11.4.3. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business
- 11.5. Any provision of the Contract that expressly or by implication is intended to continue in force on or after termination or expiry of the Contract shall remain in full force and effect. Termination or expiry of the Contract shall not affect any of the 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 Contract which existed at or before the date of termination or expiry

12. Post termination arrangements

- 12.1. On termination of the Contract for whatever reason:
- 12.1.1. the Service Provider shall immediately deliver to Fair4All Finance all Deliverables whether or not then complete and including any contributing works towards the Deliverables (including but not limited to, data sets), and return all Fair4All Finance Materials. Until they have been delivered or returned, the Service Provider shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract
- 12.1.2. the Service Provider shall, if so requested by Fair4All Finance, provide all assistance reasonably required by Fair4All Finance to facilitate the smooth transition of the Services to Fair4All Finance or any replacement Service Provider appointed by it
- 12.2. On termination or expiry of the Contract, the following clauses shall continue in force: clause 1 (Interpretation), clause 3.2.23 (Audit), clause 5 (Title to Deliverables and Fair4All Finance's Materials), clause 6 (Data protection), clause 7 (Intellectual property), clause 9 (Limitation of liability), this clause 12 (Post termination arrangements), clause 13.6 (Confidentiality), clause 13.9 (Waiver), clause 13.10 (Severance), clause 13.14 (Governing law) and clause 13.15 (Jurisdiction)
- 12.3. Termination or expiry of the Contract 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 Contract which existed at or before the

date of termination or expiry

13. General

- 13.1. **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for two months, the party not affected may terminate the Contract by giving 20 days' written notice to the affected party
- 13.2. **Subcontracting.** The Service Provider may not subcontract any or all of its rights or obligations under the Contract without the prior written approval of Fair4All Finance. If Fair4All Finance gives its approval to any subcontracting by the Service Provider, the Service Provider shall remain responsible for all acts and omissions of its subcontractors as if they were its own
- 13.3. **Assignment.** Fair4All Finance may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights under the Contract, provided that it gives prior written notice of such dealing to the Service Provider
- 13.4. **Safeguarding.** If the Services involve work with children or vulnerable adults ("**vulnerable people**"), the Service Provider agrees to take all reasonable steps to ensure their safety. The Service Provider will obtain the written agreement of the individual or the legal carer or guardian, as appropriate, before having any direct contact with them and take responsibility for any necessary Disclosure and Barring Service (DBS) checks. The Service Provider will also ensure that it has, implements and maintains during the term of the Contract an appropriate written safeguarding policy and appropriate safeguarding procedures approved by its board, which is proportionate to its activities, and which is in accordance with current legislation and best practice. If any safeguarding incidents occur which are reportable to the relevant authorities or regulators, or if the Service Provider's safeguarding policy is breached, the Service Provider will also notify Fair4All Finance of the incident
- 13.5. **Publicity**
- 13.5.1. The Service Provider shall ensure that, in relation to any communications or publicity in relation to the Services (including print, online, events and social media), it adheres to Fair4All Finance's branding and communications guidelines, as issued by Fair4All Finance to the Service Provider from time to time
- 13.5.2. The Service Provider confirms that it will not make any public announcement or comment about the Services without the prior written approval of Fair4All Finance
- 13.6. **Confidentiality**
- 13.6.1. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning:

- a the business, affairs, customers, clients or Service Providers of the other party or of any member of the group of companies to which the other party belongs
- b to the extent that Fair4All Finance provides the Service Provider with any confidential information concerning a third party, or any third-party materials, the business, affairs, customers, clients or Service Providers of that third party

except as permitted by clause 13.6.2

13.6.2. Each party may disclose the other party's confidential information:

- a to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 13.6
- b as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority

13.6.3. Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract

13.7. **Entire agreement.** The Contract 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

13.8. **Variation.** No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives)

13.9. **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise, or part exercise, any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy

13.10. **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any such modification or deletion shall not affect the validity and enforceability of the rest of the Contract

13.11. **Counterparts.** The Contract 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

13.12. **Notices.**

13.12.1. Any notice or other communication given to a party under or in connection with the

Contract shall be in writing and shall be sent by email to the address specified in the Contract Details

13.12.2. Any notice or communication shall be deemed to have been received: 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 13.12.2, 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

13.12.3. This clause 13.12 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

13.13. **Third-party rights.** The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract. The rights of the parties to rescind or vary the Contract are not subject to the approval of any other person

13.14. **Governing law.** The Contract, 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.

13.15. **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 the Contract or its subject matter or formation.