

SCHEDULE

FINANCIAL SERVICES COMPENSATION SCHEME STANDARD CONTRACT CONDITIONS FOR GOODS AND/OR SERVICES

1 INTERPRETATION

- 1.1 In these Conditions, save where the context requires otherwise:
- 1.1.1 "Charges" means the charges payable in consideration of the Goods and/or Services (as the case may be) as set out in the Order or as otherwise agreed in writing between the parties;
- 1.1.2 "Commencement Date" means that date specified as being such in the Order;
- 1.1.3 "Conditions" means these terms and conditions (and "Condition" shall refer to any one of them);
- 1.1.4 "Contract" means a contract between FSCS and the Supplier under these Conditions;
- 1.1.5 "Disputed Charges" has the meaning given to it in Condition 9.8;
- 1.1.6 "Expiry Date" means that date specified as being such in the Order;
- 1.1.7 "FSCS" means FINANCIAL SERVICES COMPENSATION SCHEME LIMITED a company registered in England under number 3943048 and having its registered office at Beaufort House, 15 St Botolph Street, London EC3A 7QU;
- 1.1.8 "Goods" means those goods specified in the Order;
- 1.1.9 "Order" means any purchase order or agreement between FSCS and the Supplier for the supply of Goods or Services by the Supplier;
- 1.1.10 "Order Form" means the order form for Goods and/or Services to which these Conditions are annexed as a Schedule;
- 1.1.11 "Project Materials" means all work and materials developed, written or prepared by the Supplier, its employees, agents or sub-contractors in the provision of the Services including without limitation all reports, studies, data, programs, diagrams, charts, specifications, pre-contractual and contractual documents and all drafts thereof and working papers relating thereto but excluding ordinary correspondence passing between the Supplier and FSCS;
- 1.1.12 "Relevant Policies" shall have the meaning given to it in Condition 7.2.3;
- 1.1.13 "Relevant Requirements" shall have the meaning given to it in Condition 7.2.1;
- 1.1.14 "Relevant Terms" shall have the meaning given to it in Condition 7.3;
- 1.1.15 "Services" means those services specified in the Order;
- 1.1.16 "Supplier" means that party which is supplying Goods and/or Services to FSCS under these Conditions;
- 1.1.17 headings are for ease of reference only and shall not affect construction;
- 1.1.18 the Order Form to which these Conditions are annexed as a Schedule shall form part of it and is hereby incorporated into it;
- 1.1.19 any phrase introduced by the terms "including", "include, "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- 1.1.20 any reference to any statute, regulation, bye-law or standard in these Conditions or the Order shall be a reference to the same as it may be amended, supplemented or superceded at any time from time to time; and

- 1.1.21 words importing one gender shall be treated as importing any gender, words importing individuals shall be treated as importing corporations and vice versa, words importing the singular shall be treated as importing the plural and vice versa, and words importing whole shall be treated as including a reference to any part thereof.

2 CONDITIONS

- 2.1 These Conditions shall apply to all Contracts between FSCS and the Supplier for the provision of goods and/or services and all Orders submitted by FSCS to the Supplier under any such Contract. The Supplier agrees to the Conditions and any conditions submitted, proposed or stipulated by the Supplier in whatever form, whether written or oral are, subject to Condition 2.2, expressly waived and excluded.
- 2.2 If agreed in writing in the Order that FSCS agrees to incorporate the standard terms of the Supplier into the Contract then, in the event of any conflict between these Conditions and those standard conditions of the Supplier so incorporated, these Conditions shall apply unless FSCS has expressly agreed in writing that the Supplier's conditions are to take precedence.
- 2.3 No change to these Conditions or to the Order shall be binding unless agreed in writing and signed by duly authorised representatives of FSCS and the Supplier.
- 2.4 Any Order the details of which are set out and signed by or on behalf of the parties in an Order Form shall constitute a Contract which shall incorporate these Conditions.

3 GOODS

- 3.1 The Supplier shall deliver the Goods to FSCS upon the terms and conditions set out in the Order and these Conditions.
- 3.2 The Supplier shall deliver the Goods on the dates, at the time(s) and to the location(s) specified in the Order. Delivery shall be at the Supplier's expense unless otherwise agreed. In the event that FSCS collects the Goods, the Supplier shall pay FSCS's costs of making such collection.
- 3.3 Time for delivery of the Goods shall be of the essence. If the Goods are not delivered in accordance with the dates and timing specified in the Order or, if no dates and times are so specified, within a reasonable time, then (unless and to the extent to which the delay is due to any delay or default on the part of FSCS, FSCS may (without prejudice to any other right or remedy available to it) cancel the Order as regards any Goods that remain to be delivered under it.

4 GOODS WARRANTIES

- 4.1 The Supplier warrants to FSCS that:
- 4.1.1 the Goods are of good quality and fit for purpose; and
- 4.1.2 it has the right to supply the Goods to FSCS.

5 SERVICES

- 5.1 The Supplier shall perform the Services for FSCS upon the terms and conditions set out in the Order and these Conditions.
- 5.2 The Supplier shall perform the Services on the dates, and at the times and location(s) specified in the Order.
- 5.3 The Supplier shall perform the Services in accordance with the service levels and standards set out in the Order.
- 5.4 The time for performance of the Services shall be of the essence. If the Services are not performed in accordance with the dates and times specified in the Order, or if no dates and times are so specified, within a reasonable time, then (unless the delay is due to any delay or default on the part of FSCS) FSCS may (without prejudice to any other right or remedy

available to it) cancel the relevant Order as regards any Services that remain to be performed under it.

6 SERVICES WARRANTIES

- 6.1 The Supplier warrants and undertakes to FSCS as follows.
- 6.1.1 The Supplier and the Supplier's employees, agents, contractors and sub-contractors have the necessary skill and expertise to provide the Services to the standard stipulated in these Conditions.
- 6.1.2 The Supplier shall provide the Services:
- (a) in a professional manner;
 - (b) with reasonable skill and care; and
 - (c) in accordance with:
 - (i) the standards generally observed in the industry for similar services;
 - (ii) all industry, national and international quality and technical standards applicable to the Services; and
 - (iii) all legal and regulatory requirements and standards applicable to the Services
- 6.1.3 The Services, any methods of working recommended by the Supplier and any systems, programs, hardware and software recommended or put in place by the Supplier during the performance of the Services shall in all respects meet the requirements and conform to any specifications and descriptions furnished, specified or approved by FSCS and shall be safe (in the context of risk of damage to property, as well as risk of death or personal injury) when properly implemented and shall comply in all respects with all relevant statutes, regulations, bylaws and standards in force at the date of performance.
- 6.1.4 Until the expiry of twelve months from the date of performance of the Services, the Supplier shall free of charge and as quickly as possible make good any defective performance of the Services whether such defective performance becomes apparent before, during or after FSCS has the opportunity of verifying the proper provision of the Services or (at FSCS' option) repay to FSCS any part of the price paid for the Services.
- 6.2 Performance of the Services shall be defective for the purpose of Condition 6.1.4 if it does not accord in any respect with the warranties given in Condition 6 or otherwise fails to comply with these Conditions or the relevant Order.
- 6.3 Services which are performed pursuant to Condition 6.1.4 shall have a like guarantee period from the date of performance.

7 GENERAL UNDERTAKINGS

- 7.1 The Supplier agrees and undertakes to FSCS as follows.
- 7.1.1 The Supplier shall provide independent and unbiased advice to FSCS.
- 7.1.2 The Supplier shall make available such numbers of its employees as may be reasonably required to deliver the Services as required by these Conditions and the Order, including (amongst others) those employees of the Supplier (if any) named in the Order to perform the duties of the Supplier or such replacements of equivalent status as may be approved by FSCS (such approval not to be unreasonably withheld or delayed);
- 7.2 The Supplier shall:
- 7.2.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Relevant Requirements");
- 7.2.2 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;

- 7.2.3 comply with FSCS' ethics, anti-bribery and anti-corruption policies and all relevant industry codes on anti-bribery or anti-corruption, in each case as FSCS or the relevant industry body may update them from time to time ("Relevant Policies");
- 7.2.4 have and shall maintain in place throughout the term of the Contract its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies and Condition 7.2.2, and will enforce them where appropriate;
- 7.2.5 promptly report to FSCS any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of the Contract;
- 7.2.6 immediately notify FSCS (in writing) if a foreign public official becomes an officer or employee of the Supplier or acquires a direct or indirect interest in the Supplier (and the Supplier warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of the Contract);
- 7.2.7 within 2 (two) months of the date of the Contract, and annually thereafter, certify to FSCS in writing signed by an officer of the Supplier, compliance with this Condition 7.2 by the Supplier and all persons associated with it under Condition 7.3. The Supplier shall provide such supporting evidence of compliance as FSCS may reasonably request.
- 7.3 The Supplier shall ensure that any person associated with the Supplier who is performing services or providing goods in connection with the Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in Condition 7.2 ("Relevant Terms"). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to FSCS for any breach by such persons of any of the Relevant Terms.
- 7.4 For the purpose of Conditions 7.2 and 7.3, 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 Condition 7 a person associated with the Supplier includes any subcontractor of the Supplier.
- 7.5 Breach of Condition 7.2 shall be deemed a material breach under the Contract and if the Supplier, or any of its Staff, engages in conduct prohibited by Condition 7.2, FSCS may, notwithstanding any other Condition of the Contract:
- (a) terminate the Contract; and
 - (b) recover from the Supplier the full amount of any loss suffered by FSCS resulting from the termination, including the cost reasonably incurred by FSCS of making other arrangements for the supply of the Goods and/or Services and any additional expenditure incurred by FSCS throughout the remainder of the term of this Contract.
- 7.5.1 The Supplier shall take all reasonable steps to prevent fraud by its Staff in connection with the Contract and its subject matter and the receipt of any monies from FSCS.
- 7.5.2 The Supplier shall notify FSCS immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur in connection with the Contract, its subject matter or the receipt of any monies from FSCS.
- 7.5.3 If the Supplier or any of its Staff commits any fraud in relation to this Contract, FSCS may, notwithstanding any other Condition of this Contract:
- (a) terminate the Contract; and
 - (b) recover from the Supplier the amount of any loss suffered by FSCS resulting from the termination,

including the cost reasonably incurred by FSCS of making other arrangements for the supply of the Goods and/or Services and any additional expenditure incurred by FSCS throughout the remainder of the term of this Contract.

- 7.6 FSCS' rights and remedies under these Conditions shall survive inspection, acceptance and payment and be without prejudice to any other right or remedy available to FSCS.

8 FSCS' OBLIGATIONS: SERVICES

8.1 FSCS shall:

- 8.1.1 co-operate with the Supplier and the Supplier's employees in relation to the provision of the Services;
- 8.1.2 ensure that its employees co-operate with the Supplier and the Supplier's employees in relation to the provision of the Services; and
- 8.1.3 promptly provide the Supplier with such information and documents as it may reasonably request for the proper performance of its obligations under these Conditions or the Order.

9 FEES AND EXPENSES

- 9.1 FSCS shall pay the Supplier the Charges specified in the Order in consideration of the Goods and/or Services delivered in accordance with the Supplier's obligations under the Contract.
- 9.2 FSCS shall be under no liability to pay the Supplier any Charges or other fees or expenses:
- 9.2.1 otherwise than, in addition to or in excess of those set out in the relevant Order unless FSCS has approved the same in advance in writing; and
- 9.2.2 unless FSCS has first generated and issued a purchase order in respect of the relevant Goods and/or Services in accordance with its procedures.
- 9.3 Where relevant to the Contract, the Supplier's delivery of the Services or the Charges, the Supplier shall maintain full and accurate records of the time spent by the Supplier's employees, agents, contractors and sub-contractors in providing the Services and shall produce such records to FSCS for inspection at all reasonable times on request.
- 9.4 Where the Charges are to be charged periodically and unless stated otherwise in the Order, the Supplier shall render monthly itemised invoices to FSCS in respect of its fees and shall show any Value Added Tax ("VAT") separately on its invoices. Unless stated to the contrary in the relevant invoice, the price or fee stated in the Order shall be deemed to be inclusive of VAT. FSCS shall not account to the Supplier for any Charges save on receipt of a proper invoice. Each invoice shall be accompanied by a statement specifying the time spent by each of the Supplier's employees, agents, contractors and sub-contractors in providing the Services during the period covered by the invoice.
- 9.5 Subject to Condition 9.8, FSCS shall pay all validly-invoiced, undisputed Charges within 30 days after the receipt by FSCS of the Supplier's proper invoice.
- 9.6 FSCS may at all times set off against any sums due to the Supplier from FSCS any amount owing at any time from the Supplier or any of its subsidiaries or holding companies to FSCS or any of its subsidiaries or holding companies.
- 9.7 If FSCS fails to make any payment due to the Supplier under a Contract by the due date for payment, the Supplier may charge FSCS simple interest on the overdue amount at the rate of 2% per annum above the base lending rate of HSBC Bank Plc from time to time from the due date until the date of actual payment of the overdue amount, whether before or after judgment, and FSCS shall pay the interest within 30 days of receipt of a written demand by the Supplier.
- 9.8 Conditions 9.5 and 9.7 shall not apply to Charges that FSCS contests in good faith ("Disputed Charges"), which FSCS shall be entitled to withhold until such time as the payment is

no longer a Disputed Charge. For the avoidance of doubt, FSCS shall not withhold amounts due in respect of items not subject to such a dispute. No such withholding of Disputed Charges on an invoice shall be a breach of the Contract.

- 9.9 Where the Supplier enters into any subcontract with a supplier or contractor for the purpose of performing its obligations under the Contract, the Supplier shall ensure that a provision is included in that sub-contract which requires payment to be made of all sums due by the Supplier to the subcontractor within a specified period not exceeding 30 days from the receipt of a valid invoice. In this clause 9.9, "subcontract" means a contract between two or more suppliers, at any stage of remoteness from FSCS in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of the Contract.

10 SECURITY

- 10.1 If and to the extent that it is necessary for the Supplier or any of its employees, agents, contractors or sub-contractors to have access to FSCS' premises to perform any of its obligations under the Contract, and provided that the Supplier has first provided FSCS with evidence acceptable to FSCS as to the identity of the relevant individuals, FSCS will provide a revocable, temporary security pass to each such individual to allow access to its premises for the carrying out of the required activities and the Supplier shall procure that each such individual complies with all security procedures and requirements currently in force at FSCS and the premises and building within which it operates.
- 10.2 In the event that it is necessary for employees, agents, contractors or sub-contractors of FSCS to attend at the premises of the Supplier, wherever situated and for whatever reason, then reciprocal security arrangements will come into force which will be complied with at all times.
- 10.3 The Supplier will be responsible for keeping secure any FSCS information and documentation while it is in the possession or control of the Supplier or during any time that the Supplier may have access to it. This will include all confidential information of FSCS obtained by the Supplier in the course of performing its obligations under the Contract.
- 10.4 For the avoidance of doubt, the level of security that is required under Condition 10.3 is at least the same level that the Supplier applies to its own information and documentation, and in all circumstances not less than a reasonable level of security and such level of security as represents the level of care, attention and quality of performance that one would expect from a prudent, diligent and careful supplier in the top echelons of its relevant business sector, acting in accordance with all generally accepted standards, procedures and industry norms.
- 10.5 Should any such information or documentation be used for illegal, fraudulent, criminal or unethical purposes whilst under the Supplier's control or in its possession, then the Supplier shall bear the liability and all costs, damages and expenses arising from such fraudulent action, howsoever caused.
- 10.6 The Supplier will be responsible for the security of information relating to any part of FSCS' business which is delivered to it by FSCS or otherwise received by it in connection with the Services, from the time at which the Supplier receives it.
- 10.7 Should any information relating to any element of FSCS' business or activities be lost or damaged or destroyed after FSCS sends that information to the Supplier, or in any event whilst it is in the Supplier's possession or control, the Supplier shall bear the responsibility and cost of reconstructing that information.
- 10.8 Insofar as information is held by the Supplier in connection with FSCS, the Supplier agrees to assist FSCS to comply with any reasonable requests for information it may receive from time to time including but not limited to any request made in complying with the Data Protection Act 1998 and/or Freedom of Information Act 2000. Such assistance shall be provided within the scope of the Charges and accordingly without

additional payment by FSCS.

10.9 The Supplier agrees not to transfer any information belonging to or in connection with FSCS to any location other than FSCS' premises unless agreed otherwise in writing with FSCS.

10.10 All specifications, technical information, data, software, files, letterheads, cases or any other material or information provided by FSCS shall be appropriately marked and remain the property of the FSCS throughout the Contract.

11 SAFETY

11.1 In the performance of the obligations and duties under the Order, it may be necessary for the Supplier, or its employees, agents, contractors or sub-contractors to need to have access to FSCS' premises to deliver or install equipment or provide services to FSCS. In those circumstances, the Supplier shall procure that the relevant individuals comply with all Health and Safety procedures currently in place.

11.2 In the event that it is necessary for employees, agents, contractors or sub-contractors of FSCS to attend at the premises of the Supplier, wherever situated and for whatever reason then said individuals will comply with all Health and Safety procedures in force at the Supplier's premises.

12 ACCIDENTS TO THE SUPPLIER'S EMPLOYEES AND AGENTS

12.1 Further to Condition 11.1, in the event of an accident involving any of the Supplier's employees, agents, contractors or sub-contractors whilst at the premises of FSCS, such accident shall be immediately notified to the Human Resources department of FSCS and an incident report will be prepared.

12.2 Further to Condition 11.2, in the event of an accident involving any of FSCS' employees whilst at the premises of the Supplier, FSCS shall use its reasonable endeavours to procure that the individual concerned will comply with whatever accident reporting procedures the Supplier has in place.

13 PROJECT MATERIALS: SERVICES

13.1 FSCS shall be entitled to all property, copyright and other intellectual property rights in the Project Materials which property, copyright and other intellectual property rights the Supplier hereby, if and insofar as FSCS is not the legal and beneficial owner of the same, assigns the same to FSCS with full title guarantee.

13.2 At the request and expense of FSCS, the Supplier shall do all such things and sign all documents or instruments as may reasonably be required to give effect to Condition 13.1 and to obtain, defend and enforce its rights in the Project Materials.

13.3 Upon request by FSCS, and in any event upon the completion of the Services or the termination or expiry of the Contract, the Supplier shall at its expense promptly deliver to FSCS all copies of the Project Materials then in the Supplier's custody, control or possession.

13.4 The provisions of this Condition 13 shall survive the termination or expiry of the Contract.

13.5 The Supplier warrants to FSCS that the Project Materials (with the exception of any material originating from FSCS or its employees) will be original works and the use or possession thereof by FSCS or the Supplier will not give rise to any claim for infringement of any proprietary rights or any patent, trade or service mark, registered design, design right, copyright or other right in the nature of intellectual property of any third party.

13.6 The Supplier shall, at FSCS' option and request, defend or settle at the Supplier's own expense any such infringement proceedings which may be brought against FSCS or its employees. FSCS shall notify the Supplier of any such claim of infringement brought against FSCS and shall co-operate with the Supplier in every reasonable way to facilitate the defence thereof.

14 PERSONNEL: SERVICES

14.1 The parties shall each appoint a representative who shall have such authority as may be necessary to take all decisions which may need to be taken regarding the Services including any variation of these Conditions or the Order.

14.2 The parties shall procure that their representatives shall meet regularly during the performance of the Services to discuss the performance of the Services and as soon as reasonably practicable thereafter produce accurate minutes in respect of such meeting.

14.3 FSCS shall be entitled to request and obtain, at its discretion, the removal and replacement of any of the Supplier's employees, contractors or subcontractors engaged in the performance of the Services which it may designate, provided that FSCS shall not exercise such right frivolously or vexatiously.

14.4 The Supplier shall ensure that while any of the Supplier's employees, contractors or subcontractors engaged in the performance of the Services are on FSCS' premises, they will conform to FSCS' normal codes of staff and security practice.

14.5 The Supplier shall not without the prior written consent of FSCS employ agents, contractors or sub-contractors in the provision of the Services.

14.6 If the Supplier engages any agent, contractor or sub-contractor in delivery of the Services (or any of them), the Supplier shall not be relieved of any liability or obligation under the Contract and every act or omission of the that agent, contractor or sub-contractor shall for the purposes of these Conditions be deemed to be the act or omission of the Supplier.

14.7 The Supplier shall, and shall procure that any Supplier employees, officers, contractors or subcontractors engaged in delivery of the Goods or performance of the Services, comply with any applicable anti-discrimination legislation in undertaking its obligations under the Contract.

14.8 The Supplier acknowledges that FSCS has a duty to promote equality of opportunity for and good relations between all persons irrespective of race, gender, gender reassignment, disability, age, sexual orientation or religious belief and undertakes at all times to:

14.8.1 have and maintain a diversity and equality delivery plan reasonably acceptable to FSCS to ensure that FSCS is able to comply with its obligations under the Equality Act 2010 and such other statutory or regulatory requirements as may apply to FSCS in relation to equality and/or diversity, in each case as they may be amended or superseded from time to time; and

14.8.2 promptly when requested by FSCS from time to time, supply a copy of the above equality and diversity plan to FSCS, together with such further information and documentation as FSCS may reasonably require to satisfy itself as to the Supplier's compliance with that plan.

15 CONFIDENTIALITY

15.1 The Supplier acknowledges that FSCS is subject to the Data Protection Act 1998. Without prejudice to the following provisions of this Condition, the Supplier shall, and shall ensure that its employees, agents, contractors and sub-contractors shall comply with the requirements of the Data Protection Act 1998 and the Financial Services and Markets Act 2000.

15.2 The Supplier shall not, and shall procure that none of its employees, agents or sub-contractors shall, during the Contract or at any time after, make use for its own purposes of, or disclose to any person (except as may be required by law) the existence, terms or subject matter of the Contract, any information provided to the Supplier by or on behalf of FSCS in relation to the Contract or its subject matter, any information relating to FSCS, the business of FSCS, or the exercise of its functions, its organisation, finances, processes, specifications, and technology or any personal information about its claimants or authorised firms, staff, contractors,

agents or clients obtained by the Supplier in the course of performing the Services, all of which information shall be deemed to be confidential.

- 15.3 Condition 15.2 shall not extend to information which was rightfully in the possession of the Supplier prior to the commencement of the Contract (other than where obtained during the course of provision of services to FSCS), which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this Condition) or which is trivial or obvious.
 - 15.4 The obligations in this Condition 15 as to confidentiality shall survive any termination or expiry of the Contract.
 - 15.5 The Supplier shall not without the prior written approval of FSCS:
 - 15.5.1 use FSCS's name or logo or refer to the fact that FSCS is a customer or client of the Supplier in any publicity materials or advertising; or
 - 15.5.2 make any press or other public announcement or statement in relation to the existence or subject matter of the Contract.
 - 15.6 All specifications, documents, material, records (whether in eye-readable or electronic form) and communicated to or otherwise obtained by the the Supplier from FSCS in connection with the Services shall be and remain property of FSCS and the Supplier shall promptly on completion of Services or at any earlier time on demand return all such items to FSCS.
 - 15.7 The Supplier shall procure that each of its employees, agents, contractors and sub-contractors engaged in, or in connection with, the performance of the Services shall provide a written undertaking to FSCS as to confidentiality in such form as may be specified by FSCS from time to time.
 - 15.8 Notwithstanding any obligation of confidence which FSCS may have to the Supplier, FSCS may provide any information, including any confidential information of the Supplier, which it receives or that is generated pursuant to the Contract or the Services to Her Majesty's Treasury, the Bank of England, the Financial Services Authority (and any of their successors or assignees) and any body which may in whole or in part carry out any of the functions of any of the foregoing, and any such organisation's auditors and professional advisers.
 - 15.9 The Supplier shall make FSCS aware as a matter of urgency and as soon as reasonably practical of any breach, suspected breach or anticipated breach of this Condition 15 or any other confidentiality requirement or obligation by or on behalf of the Supplier.
 - 15.10 The Supplier agrees to FSCS taking such steps as it may reasonably deem necessary to satisfy itself by audit or other means, that the Supplier is complying with the requirements of this Condition 15.
 - 15.11 The Supplier acknowledges that damages will not be an adequate remedy in the event of a breach of Condition 15 and that FSCS will be entitled to seek injunctive relief and any other equitable remedies with respect to such breach.
- 16 INDEMNITY PROVISIONS**
- 16.1 Without prejudice to any other right or remedy available to FSCS, the Supplier shall fully and promptly indemnify FSCS against all damages, proceedings, claims, demands, liabilities, losses, charges, costs and expenses which FSCS may suffer or incur as a result (direct or indirect) of:
 - 16.1.1 any negligent or wrongful act or omission of the Supplier or the Supplier's employees, agent, contractor or sub-contractor (including any breach of these Conditions);
 - 16.1.2 any breach of the warranties set out at Conditions 4.1, 6.1, or 13.5; or
 - 16.1.3 any breach of Conditions 15.1 and 15.2.
 - 16.2 Where, through the wilful, reckless or negligent act or omission of or breach of a Contract by the Supplier, any data belonging to FSCS is either lost, corrupted or degraded such

that it is or becomes inexistent, unrecoverable, unusable or unsuitable for use for the required purposes, the Supplier shall indemnify FSCS for all loss, damage, costs and expenses incurred by FSCS as a result of or in connection with such loss, damage or degradation and/or in reconstructing any data from the last backup which FSCS may have created of it. The provisions of this Condition 16.2 are without prejudice to any other rights or remedies of FSCS in respect of such loss, corruption or degradation.

- 16.3 The indemnities given by the Supplier at Conditions 16.1 and 16.2 shall be subject to any maximum limit stated in the Order in respect of any one claim or series of connected claims, except that the Supplier does not limit its liability for death, personal injury, fraud or any other matter which may not lawfully be so limited. Where no limit is stated in the Order, the maximum in respect of each of the indemnities in Conditions 16.1 and 16.2 shall be £5,000,000 (five million pounds).
- 16.4 FSCS will not be liable for any direct, indirect or consequential loss or for any damage, loss, claim, demand, expenses or otherwise suffered by the Supplier that arise without any negligence on the part of FSCS.

17 INSURANCE

The Supplier shall insure with a reputable insurance company all its liabilities to FSCS under these Conditions and the Order and will not do or omit to do anything whereby such insurance may be vitiated and shall, when required, produce to FSCS a copy of such policy and other evidence to establish that such insurance is in force.

18 TERM AND TERMINATION

- 18.1 If the Supplier is supplying Services under a Contract (and unless validly terminated earlier in accordance with these Conditions), the Contract shall commence on the Commencement Date and expire on the Expiry Date.
- 18.2 FSCS may by written notice immediately terminate the Contract and any Orders in respect of any Goods and/or Services which remain to be delivered and/or performed under it if:
 - 18.2.1 the Supplier commits a material breach of any term of the Contract and such breach is not remediable; or
 - 18.2.2 the Supplier commits a material breach of any term of the Contract and such breach is remediable but the Supplier has failed to remedy that breach within a period of 21 days after being notified by FSCS to do so; or
 - 18.2.3 the Supplier repeatedly breaches any of the terms of this Contract 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 the Contract; or
 - 18.2.4 the Contract has been subject to a substantial modification which would have required a new procurement procedure subject to any permitted modifications provided for in regulation 72 of the Public Contracts Regulations 2015;
 - 18.2.5 the Supplier has, at the time of contract award, been in one of the situations referred to in regulation 57(1) to (3) of the Public Contracts Regulations 2015 and should therefore have been excluded from the procurement procedure;
 - 18.2.6 the Supplier should not have been awarded the contract in view of a serious infringement of the obligations under the Treaty on European Union and the Public Contracts Directive that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of that Treaty;
 - 18.2.7 the Supplier 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 or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being a natural person) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within

- the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply; or
- 18.2.8 the Supplier 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 its creditors; or
- 18.2.9 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 that the Supplier; or
- 18.2.10 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Supplier; or
- 18.2.11 a floating charge holder over the assets of the Supplier has become entitled to appoint or has appointed an administrative receiver; or
- 18.2.12 a person becomes entitled to appoint a receiver over the assets of the Supplier or a receiver is appointed over the assets of the Supplier; or
- 18.2.13 the Supplier, being an individual, is the subject of a bankruptcy petition or order; or
- 18.2.14 a creditor or encumbrancer of the Supplier 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 its assets and such attachment or process is not discharged within 14 days; or
- 18.2.15 the Supplier suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
- 18.2.16 the Supplier, being an individual, dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation; or
- 18.2.17 the Supplier becomes subject to adverse publicity which, in the reasonable opinion of FSCS, may be detrimental to FSCS.
- 18.3 In the event that the Supplier is subject to a change of control, the Supplier shall give written notice of that change of control to FSCS as soon as reasonably practicable prior to the implementation of that change of control. FSCS may terminate the Contract at any time within 3 months of receipt of notice of a change of control under this Condition by the giving of 21 days notice to the Supplier. For the purposes of this Condition, "control" means the right to direct the affairs of a company whether by ownership of shares, membership of the board of directors, agreement or otherwise.
- 18.4 On termination of a Contract pursuant to Conditions 18.2 or 18.3, FSCS shall, subject to any right or remedy of FSCS, pay the Supplier its validly-invoiced Charges which are not Disputed Charges, but shall have no further liability to make payment under such a Contract.

19 DATA PROTECTION

- 19.1 The Supplier acknowledges that it may have access to information in the performance of its obligations under the Contract which may contain "personal data" as defined in the Data Protection Act 1998 ("the DPA") and the Supplier further warrants that it is registered under the DPA in respect of the said personal data, or will so register when required.
- 19.2 The Supplier warrants that it will comply, and undertakes to ensure that its employees, agents, contractors and sub-contractors comply, with the DPA, where required to do so, and shall at all times act so as to enable FSCS to comply with the DPA. The Supplier undertakes that:
- 19.2.1 it has appropriate technical and operational measures and processes and procedures in place to safeguard against unauthorised or unlawful processing of the personal data and against accidental loss or destruction of, or damage to, personal data;

- 19.2.2 it will individually safeguard as private and confidential all personal data received by it at all times and shall only carry out processing of personal data as necessary to perform its obligations under the Contract and in accordance with FSCS' instructions; and
- 19.2.3 shall provide such information as FSCS may reasonably require for FSCS to satisfy itself that the Supplier's security systems and procedures comply with requirements of this Condition 19.2 and shall allow on-going monitoring by FSCS of its security systems and procedures to ensure continued compliance for the duration of the Contract.
- 19.3 The Supplier shall not transfer or otherwise process (as defined in the Data Protection Act 1998) any such personal data outside the UK without the FSCS' express written consent, and (where any such permitted transfer is to a country outside the EEA) without the recipient of such personal data entering into a contract in the format of the EU Model Terms, in a form satisfactory to FSCS.
- 19.4 Should the Supplier no longer need any of the personal data for performance of its obligations under the Contract it shall return to FSCS that personal data, copies thereof and data, in hard copy or in electronic form, derived there from provided the Supplier may retain one copy where necessary for compliance with its regulatory obligations.
- 19.5 Should the Contract be terminated for any reason the Supplier shall return to FSCS all such personal data in whatever form, copies thereof and data, in hard copy or in electronic form, derived there from provided the Supplier may retain one copy where necessary for compliance with its regulatory obligations.
- 19.6 For the avoidance of doubt, both parties shall use their reasonable endeavours to safely transfer personal data to and from each other and shall not use non-encrypted electronic methods for any such transfer.
- 19.7 The Supplier shall assist (and procure that its employees, agents, contractors and sub-contractors shall assist) FSCS to enable FSCS to comply with such obligations as are imposed on it by the DPA. For avoidance of doubt, this assistance includes the obligation to provide FSCS with reasonable assistance in complying with any subject information request received by FSCS, promptly informing FSCS about the receipt of such a request by the Supplier and not disclosing or releasing any personal data in response to such a request without first consulting with and obtaining the consent of FSCS.
- 19.8 In addition, the Supplier shall assist (and shall procure that its employees, agents, contractors and sub-contractors shall assist) FSCS to comply with such obligations as are imposed on FSCS or voluntarily accepted as a matter of policy by FSCS under or in connection with legislation in force from time to time relating to Freedom of Information. For avoidance of doubt, this assistance includes an obligation to promptly inform FSCS about the receipt of any request for information by the Supplier, or any of its employees, agents, contractors or sub-contractors and, where requested by FSCS, to provide FSCS with reasonable assistance in complying with any such request (including a request received by FSCS) and not disclosing or releasing information in response to such a request without first consulting with and obtaining the consent of FSCS.

20 FORCE MAJEURE

Neither party shall be liable to the other under a Contract if it is prevented from or delayed in performing any of its obligations under that Contract by reason of any circumstance beyond the reasonable control of that party, provided that the party relying on this Condition shall have notified the other party promptly upon becoming aware of any such circumstance on which it intends to rely under, and no failure of a supplier to or subcontractor of the Supplier shall be an event on which the Supplier may rely in respect of, this Condition. Where the Supplier seeks to rely on this Condition, FSCS may (without prejudice to any right or remedy available to it) suspend, modify or cancel the affected

Order.

21 GENERAL

- 21.1 Save as expressly provided herein, these Conditions shall operate to the entire exclusion of any heads of terms, memoranda or other agreement or understanding of any kind between the parties preceding the date of these Conditions and in any way relating to the subject matter of these Conditions.
- 21.2 Except as may be subsequently expressly agreed in writing between the parties as provided in Condition 2.3, these Conditions and the Order constitute the whole agreement and understanding of the parties as to the Contract and its subject matter and there are no provisions, terms, conditions or obligations, whether oral or written, express or implied, other than those as expressly provided in these Conditions and the Order.
- 21.3 Subject to Condition 2.2, in the event of any conflict between the terms of these Conditions and the Order the agreed provisions of the Order shall apply.
- 21.4 The Supplier shall keep and maintain until not less than six years after a Contract has expired or been terminated, or such longer period as may be agreed between the parties, full and accurate records of the Contract and its performance including:
- 21.4.1 the Contract terms;
 - 21.4.2 the Services provided under the Contract;
 - 21.4.3 the Supplier's performance of its obligations under the Contract;
 - 21.4.4 all expenditure reimbursed by FSCS; and
 - 21.4.5 all payments made by FSCS.
- 21.5 The Supplier shall promptly on reasonable notice from time to time during and for not less than six years after termination or expiry of a Contract afford FSCS or its nominated representatives such access to the above records and/or to such of its staff and premises as FSCS may reasonably require to satisfy itself as to the Supplier's performance of the Contract in compliance with its terms.
- 21.6 The provisions of Conditions 21.4 and 21.5 shall survive any termination or expiry of the Contract.
- 21.7 FSCS may assign any or all of its rights, liabilities or obligations under any Order to which these Conditions apply which shall enure to the benefit of the successors in title and assigns of FSCS.
- 21.8 The Supplier shall not without prior written consent of FSCS assign any of its rights, liabilities or obligations under any Order to which these Conditions apply.
- 21.9 Nothing in the Order or these Conditions shall be deemed at law to constitute a partnership relationship between the parties and neither of them shall have any authority to bind the other save for as provided in the Order or these Conditions.
- 21.10 All rights, remedies and power conferred upon the parties are cumulative and shall not be deemed or construed to be exclusive of any other rights, remedies or powers now or hereafter conferred upon the parties by law or otherwise and any failure at any time to insist upon or enforce any such right, remedy or power shall not be construed as a waiver thereof.
- 21.11 If any Condition or part thereof shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity or unenforceability shall in no way impair or affect any other Condition or part thereof all of which shall remain in full force and effect.
- 21.12 Any notice to be given under these Conditions must either be delivered by hand, or be sent by prepaid first class, registered or special delivery post, in each case to the registered office for the time being of the party to be served, or may be transmitted by fax to the fax number for the party to be served last notified to the party giving the notice by the party to be served. Notice served by hand shall be deemed served on delivery, notice served by post shall be deemed served on the second business day after the date of posting and notice served by fax shall be deemed served on receipt by the party serving the notice of a successful fax transmission report. For this purpose, "business day" means any day other than a Saturday, Sunday or a day which is a public holiday in the place both of despatch and of address of the notice.
- 21.13 Except as may be expressly provided in the Order, no provision of any Contract shall or shall be deemed to confer any right on any party who or which is not a party to that Contract and no such third party shall have any right to enforce any of the terms of any Contract under the Contracts (Rights of Third Parties) Act 1999.
- 21.14 These Conditions shall be governed by and construed in accordance with English Law and the parties hereby submit to the exclusive jurisdiction of the English Courts.