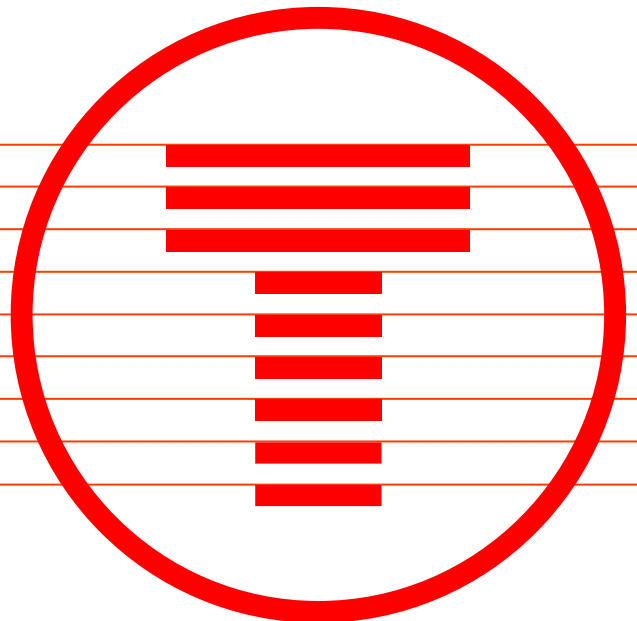




TRAFNIDIAETH CYMRU
TRANSPORT FOR WALES

Term Agreement for the Purchase of Goods and Services

Date: [XXXXXX]



Between

Transport for Wales ⁽¹⁾

And

[Supplier name] ⁽²⁾

OFFICIAL SENSITIVE



Mae Trafnidiaeth Cymru yn eiddo i
Lywodraeth Cymru
Transport for Wales is owned by the
Welsh Government



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THIS AGREEMENT is made the ____ day of _____ 2019.

BETWEEN

THE PARTIES

- (1) Transport for Wales whose registered office is located at 3 Llys Cadwyn, Pontypridd, Wales, CF37 4TH (the “Purchaser”); and
- (2) [xxxx] (Company Number [xxxx]) whose registered office is at [xxxx] (the “Supplier”).

BACKGROUND

- (A) The Supplier wishes to provide [XXXXXXXXXXXXXXXXXXXXXXX] set out in Schedule 1 to this agreement, to the Purchaser on the terms set out in this Agreement.
- (B) The Purchaser has agreed to purchase Goods/Services from the Supplier on a non-exclusive basis on the terms set out in this Agreement.

OPERATIVE TERMS

1. Definitions and Interpretation

- 1.1 In this Agreement the words below have the meanings next to them unless the context requires otherwise:

**Confidential
Information**

information of a commercially sensitive nature relating to the Purchaser or the Supplier, its intellectual property rights or its business or which either Party has indicated to the other Party that, if disclosed by the other Party, would cause significant commercial disadvantage or material financial loss;

Delivery

has the meaning set out in the Schedules to this agreement.

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Exit Plan	means the exit management plan at Schedule 5 updated by the Supplier during the term of this Agreement;
Effective Date	[XXXX];
Force Majeure Event	the occurrence of any event beyond the reasonable control of a Party to this Agreement (excluding any strike, lockout or industrial action involving that Party's employees or any other failure in the Supplier's supply chain) which directly causes that Party to be unable to comply with all or a material part of its obligations under this Agreement where that event does not arise from the act, omission or negligence of that Party;
Goods	the Goods to be supplied by the Supplier as described in in the Schedules to this agreement.
Group	any Subsidiary, or Subsidiary Undertaking, or any entity under control directly or indirectly, or any Holding Company , for the time being, of any Party; or any ultimate Holding Company, for the time being within the Party's group or organisation; or any entity that controls directly or indirectly, for the time being, any Party; or any Subsidiary, Subsidiary Undertaking or any entity under control directly or indirectly, for the time being, of any Holding Company or any ultimate Holding Company within the Party's group or organisation for the time being, of any Party;
Holding Company	has the meaning set out in Section 1159 of the Companies Act 2006;

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Intellectual Property Rights

any and all intellectual property rights including but not limited to patents, patentable rights, copyright, design rights, utility models, trademarks (whether registered, registerable or otherwise), trade names, rights in inventions, rights in data, database rights, rights in know-how and Confidential Information, and all other intellectual and industrial property and similar or analogous rights existing under the laws of any country and all pending applications for and right to apply for or register the same (present, future and contingent, and including all renewals, extensions, revivals and all accrued rights of action);

Key Individuals

those individuals listed in Appendix A;

Key Performance Indicators or KPIs

the key performance indicators set out in the Schedule 3 of this contract.

KPI Target

the KPI targets set out in column 3 of the table in Schedule 3;

New Service Provider

has the meaning set out in Clause 19.2;

PCI DSS

means the Payment Card Industry (**PCI**) Data Security Standard (**DSS**) version 3.0, its supporting documentation and any subsequent version(s) of said standard published by the PCI Security Standards Council or its successors(s);

Retail Prices Index

the retail prices index excluding mortgage interest payments and indirect taxes published in respect of each month by the Office for National Statistics or (in the event that such index ceases to be published) such successor index as may be agreed between the Parties from time to time;

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Services	the services to be supplied by the Supplier as described in Schedule 1;
Specification	the specification for the Services set out in the Schedules to this agreement;
Subsidiary	has the meaning set out in Section 1159 of the Companies Act 2006;
Subsidiary Undertaking	has the meaning set out in Section 1162 of the Companies Act 2006;
VAT or Value Added Tax	value added tax as provided for in the Value Added Tax Act 1994 and legislation (whether delegated or otherwise) supplemental thereto.
Welsh Government Code of Conduct: Ethical Procurement in the Supply Chain	The policy from time to time of Welsh Government with the hyperlink set out in Schedule 4

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1.2 In this Agreement unless the context requires otherwise:

1.2.1 references to times are to London times.

2. Conditions of Supply

The purchase of Goods and/or Services by the Purchaser pursuant to this Agreement shall be on a non-exclusive basis and the Supplier acknowledges that the Purchaser may appoint any other person to provide goods and/or services the same as or similar to the Goods and references to a Clause or Schedule are to a clause of, or a schedule to, this Agreement; references to this Agreement include its schedules; and references in a Schedule to a paragraph are to a paragraph of that Schedule;

1.2.2 references to this Agreement or any other document are to this Agreement or that document as amended from time to time;

1.2.3 the singular includes the plural and vice versa; references to any gender include every gender; and references to persons include corporations, partnerships and other unincorporated associations or bodies of persons;

1.2.4 all headings are for convenience, have no legal effect and should be ignored when interpreting this Agreement;

1.2.5 the words “other”, “including” and “in particular” do not limit the generality of any preceding words;

1.2.6 reference to the Parties include their respective successors in title, and/or respective permitted assigns;

1.2.7 a reference to any provision of any enactment will be construed as a reference to that provision or enactment as amended, re-enacted or extended at the relevant time;

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1.2.8 the definitions contained in the Interpretation Act 1978 apply (unless a specific definition has been included or the context otherwise requires) in interpreting words and phrases used in this Agreement;

1.2.9 any reference to:

- a) a “day” shall mean a period of 24 hours running from midnight to midnight;
- b) a “business day” shall mean the hours of 09.00 and 17.00 Monday to Friday that is not a public holiday in the United Kingdom;
- c) a “week” shall mean a period of 7 consecutive days;
- d) a “month” or “months” shall mean the period commencing on (and including) the relevant day in the relevant calendar month and ending on (and excluding) the same day in (respectively) the following or final calendar month into which such period extends (provided that, if there is no corresponding day in that calendar month, the period shall end on (and include) the final day of such calendar month);
- e) a “calendar month” shall mean the period commencing on (and including) the 1st of the relevant calendar month and ending on (and excluding) the 1st of the immediately subsequent calendar month; and

2.2 /or Services provided pursuant to this Agreement.

2.3 Without prejudice to the other provisions of this Agreement, the terms and conditions in Part 1 of Schedule 6 shall apply in so far as the Agreement (or any part of it) relates to Goods and, the terms and conditions in Part 2 of Schedule 6 shall apply only in so far as the Agreement (or any part of it) relates to Services.

2.4 The Supplier warrants that the Goods and/or Services and the supply of them by the Supplier will comply in each and every respect with all relevant legal,

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regulatory and other requirements for the time being in force (including any codes of practice issued by any governmental, regulatory or other authority) and will comply from the date of issue with any codes of practice or policies issued by the Purchaser to the Supplier from time to time during the term of this Agreement.

- 2.5 The Supplier warrants that the Goods and/or Services and the supply of them by the Supplier will not infringe the Intellectual Property Rights of any third Party.
- 2.6 The Supplier will ensure that the Supplier's employees, sub-contractors and agents comply with all applicable staff, contractors' and other applicable regulations of the Purchaser whilst on the Purchaser's premises and with any such regulations imposed by any agent or contractor of the Purchaser when on their Premises.
- 2.7 In supplying the Goods and/or Services the Supplier warrants that it will comply in all respects with the Supplier's obligations under the:
 - 2.6.1 Health & Safety at Work Act 1974 and any other acts, orders, regulations and codes or practices relating to health and safety which may apply in the performances of this Agreement; and
 - 2.6.2 any other laws, acts, orders, regulations, codes or practices which the Supplier is required to comply with in any jurisdiction in which the Goods and/or Services are performed, delivered, transported through, supplied and/or used (as the case may be).
- 2.8 The Supplier warrants that it will abide by the Welsh Government Code of Conduct: Ethical Procurement in the Supply Chain when providing the Goods and Services and in all its dealings relating to the supply of the Goods and Services.
- 2.9 The Purchaser warrants, having made reasonable enquiries that at the date of this Agreement it knows of no reason why the Purchaser would not use the Services of the Supplier on an exclusive basis.

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3. Inspection of Records

- 3.1 The Purchaser, its agents and/or subcontractors and/or independent auditors on the Purchaser's behalf shall have the right at any time to inspect:
- 3.1.1 the Supplier's records and books relating to the supply of Goods and/or Services to the Purchaser including without limitation the Supplier's records and books for the supply to the Supplier of goods and/or services or raw materials from other suppliers in the supply chain; and
 - 3.1.2 the Supplier's processes of manufacture and/or assembly of the Goods and/or provision of Services and/or any other matter relating to the production, quality, standards or supply of the Goods and/or provision of Services.
- 3.2 Any such inspection processes shall be subject to reasonable prior written notice.

4. Indemnity

- 4.1 The Supplier will indemnify and keep the Purchaser indemnified against all losses, liabilities, damages, claims, costs and expenses (including all legal and other professional fees and expenses) incurred or suffered by the Purchaser howsoever arising as a result of or in connection with:
- 4.1.1 breach by the Supplier of any term of this Agreement;
 - 4.1.2 any failure or alleged failure of the Goods to comply with this Agreement or any other contract between the Purchaser and the Supplier;
 - 4.1.3 any tort (including negligence) or breach of statutory duty by the Supplier;
 - 4.1.4 any infringement or alleged infringement of Intellectual Property Rights (or other rights) of third parties in respect of the Goods,

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associated documentation (including, without limitation, instruction manuals), appearance, labelling or advertising; or

- 4.1.5 any infringement or alleged infringement of the Purchaser's Intellectual Property Rights.
- 4.2 For the avoidance of doubt, unless otherwise agreed in writing the Purchaser will control any legal proceedings with third parties in respect of which it is being indemnified by the Supplier.

5. Insurance

- 5.1 Unless otherwise agreed and without prejudice to the Supplier's obligations and liabilities pursuant to this Agreement the Supplier will take out and maintain in force for the duration of this Agreement, with reputable and substantial insurers, the following insurances, to be evidenced by certificates of insurance made available to the Purchaser within 7 days of request:
 - 5.1.1 employer's liability insurance or similar insurance(s) in accordance with any laws which may be applicable to the Supplier's employees, agents or sub-contractors engaged directly or indirectly in the performance of this Agreement in the amount of at least £10,000,000 for any one occurrence or the amount required by applicable law, whichever is higher;
 - 5.1.2 public liability insurance in the amount of at least £5,000,000 for any one occurrence; and
 - 5.1.3 professional indemnity insurance in the amount of at least £1,000,000 for any one occurrence.
- 5.2 The Supplier shall also maintain the professional indemnity insurance referred to in Clause 05.1.3 in full force and effect for a further period of six years following termination of this Agreement.
- 5.3 Unless agreed otherwise by the Purchaser in writing such insurances (other than the employer's liability insurance) shall be endorsed to note the Purchaser's interest under such insurances and to provide that underwriters

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waive any rights of recourse, including subrogation rights against the Purchaser in relation to this Agreement. Such insurances shall also provide that the Purchaser shall be given not less than 30 days' notice of cancellation of, or material change to the cover.

6. PCI DSS Compliance

- 6.1 The Supplier will ensure that it and its agents and sub-contractors comply with the Payment Card Industry Data Security Standard (PCI DSS) in respect of any Card Payments and the Supplier shall solely bear the costs of the same. The Supplier shall and shall procure that its agents and sub-contractors shall, provide to the Purchaser written evidence of compliance with PCI DSS upon request no later than two (2) Business Days following such request.

7. Prices

- 7.1 The Prices for the Goods and/or Services shall be the prices set out in Schedule 2.

8. Payments

- 8.1 Unless otherwise expressly stated in the Pricing Schedule the prices charged by the Supplier shall be all inclusive and the Supplier shall not be entitled to make any additional charges for administration, packaging, shipping, carriage, insurance or delivery of the Goods and/or Services.
- 8.2 There will be no change to the prices during the term of this Agreement.
- 8.3 Details of the rebates payable to the Purchaser are set out in the Schedules. The Supplier will honour all such rebates and agrees that to the extent that the Supplier does not, the Purchaser shall be entitled to withhold payments otherwise due to the Supplier, as well as pursuing any other remedies available to it. Where rebates are payable the Purchaser will make deductions from any amounts falling due to the Supplier in line with the agreed payment terms and payment frequency.

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9. Payment

- 9.1 The Supplier shall invoice the Purchaser for the prices charged for the Goods and/or Services in accordance with the terms set out in this agreement, or if no such terms are set out, monthly in arrears.
- 9.2 Except as otherwise agreed in writing by the Purchaser, payment of invoices will be made within 30 days from the date when the Purchaser receives a valid and proper VAT invoice in the correct format (such format to be agreed with the Purchaser). If the Purchaser disputes any invoice in good faith, it shall be entitled to withhold payment of the disputed amount pending resolution of the dispute but will pay the undisputed amount in accordance with the terms of this Clause. The provisions of Clause 9.6 shall not apply to any disputed amounts except, if the dispute is finally resolved in the Supplier's favour; Clause 9.6 shall apply to any period after the dispute has been finally resolved.
- 9.3 Save as the context requires or as otherwise stated in this Agreement, all references to payments made in this Agreement are references to such payments exclusive of any Value Added Tax chargeable in respect of the supply of the Goods and/or Services and where such payments fall to be made under this Agreement, such Value Added Tax shall be added to the amount at the rate applicable, if any, and paid in addition thereto subject to production of a valid and properly numbered VAT invoice.
- 9.4 The Purchaser will be entitled at its sole discretion to set off any liability of the Purchaser and/or any company in the same Group as the Purchaser to the Supplier against any liability of the Supplier to the Purchaser and/or any company in the same Group as the Purchaser (in either case however such liability arises and whether or not it is present or future, liquidated or unliquidated and irrespective of the currency of its denomination). Any exercise by the Purchaser of its rights under this Clause does not affect any other rights and remedies it may have under this Agreement or otherwise. The Purchaser will provide to the Supplier written notice of any exercise of its right of set off under this Clause which involves any company in the same Group as the Purchaser. The Purchaser will procure the acceptance by the

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relevant company in the same Group as the Purchaser of any set off under this Clause involving a company in the same Group as the Purchaser. The Supplier will accept any such set off in relation to a liability owed to the Supplier by a company in the same Group as the Purchaser in full and final discharge of such liability.

- 9.5 Where the Purchaser is owed sums by the Supplier (whether under this Agreement or otherwise) which are in excess of the amounts payable by the Purchaser to the Supplier, the Purchaser will be entitled to suspend all payments to the Supplier under this Agreement until the balance owing to the Purchaser has been recouped by way of set off against the payments suspended.
- 9.6 If payment is not made when due under Clause 9.1 the Supplier may charge interest at 4% per annum above the base rate of HSBC Bank plc at the time on all unpaid amounts. The time for payment is not of the essence.

10. Key Performance Indicators and Performance Charges

- 10.1 The Key Performance Indicators and KPI Targets set out in Schedule 3 will apply in respect of all deliveries of Goods and provision of the Services made by the Supplier pursuant to this Agreement. Without prejudice to any other rights or remedies of the Purchaser, if the Supplier fails to meet any KPI Target, it will incur the performance charges as set out in this Clause 10.
- 10.2 The Supplier shall, on a daily basis, monitor and record all deliveries of Goods and provision of Services made by the Supplier by reference to the criteria applicable to each of the KPI's (as summarised in column 2 of the table) for the purpose of preparing and delivering to the Purchaser a weekly KPI report (the "**KPI Report**").
- 10.3 If, in any week starting on or after the Effective Date, the Supplier fails to meet any KPI Target, then the Supplier shall be liable to the Purchaser for the performance charges set out in the Schedules (the "**KPI Liabilities**"). Accrued KPI Liabilities will be reported weekly in the KPI Report and shall be targeted by the Supplier for improvement.

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- 10.4 The KPI Liabilities shall be set off each month against the payments due to the Supplier pursuant to this Agreement. If the KPI Liabilities in any month exceed the payments due to the Supplier the excess KPI Liabilities shall be paid to the Purchaser by the Supplier within 15 days following the end of the month to which the KPI Liabilities relates.
- 10.5 Without prejudice to any other rights or remedies of the Purchaser the Purchaser may terminate this Agreement by notice in writing to the Supplier in the circumstances set out in Clause 13 to this agreement.

11. Benchmarking

- 11.1 At any time after the Effective Date, but no more than once every twelve months, the Purchaser may appoint an independent, established and industry-recognised organisation with relevant benchmarking expertise and experience (the “**Benchmarker**”) to assess the Supplier’s then current performance and the prices set out in the Pricing Schedule to determine if the Goods and/or Services are being supplied in accordance with the terms of this Agreement and whether the prices set out in Pricing Schedule remain competitive with those which would be payable to the Supplier’s peer group for the same or similar Goods and/or Services.
- 11.2 The Purchaser shall appoint the Benchmarker but shall consult with the Supplier as to the Benchmarker’s identity. The Purchaser will not appoint a Benchmarker that the Supplier can demonstrate to the reasonable satisfaction of the Purchaser is a direct competitor of the Supplier and whose access to Confidential Information of the Supplier would prejudice the Supplier’s commercial activities outside of this Agreement. The Parties will co-operate with the Benchmarker and provide all information reasonably requested by the Benchmarker.
- 11.3 The Benchmarker will be directed by the Purchaser to prepare a report assessing whether the Supplier’s performance of the Delivery of the Goods and provision of the Services and the level of charges is in keeping with that of its peer group engaged in providing comparable Goods and/or Services to purchasers of a similar size and reputation as the Purchaser. If the

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Benchmarker's report demonstrates that the Supplier's Delivery of the Goods and/or Services or its charges for the Goods and/or Services are not in keeping with its peer group (i.e. in the sense that its peer group are achieving higher levels of service for comparable fees, or are charging less for the same goods or services as that provided by the Supplier), the Supplier will, as appropriate, promptly carry out any necessary remedial actions so as to ensure that the Delivery of Goods or provision of Services are performed in accordance with the terms of the Agreement and in line with the higher standards achieved by its peer group (where applicable) or will reduce its charges so as to match the averaged charges that would be charged by the Supplier's peer group for the same or similar Goods and/or Services.

12. Term

- 12.1 This Agreement will commence upon the Effective Date and will, subject to earlier termination under Clause 13, terminate automatically without notice on the midnight XXXX unless extended by agreement between the parties.

13. Termination

- 13.1 The Purchaser may terminate this Agreement for convenience and without liability to the Supplier upon giving the Supplier three months' notice in writing.
- 13.2 This Agreement may be terminated immediately by notice in writing:
- 13.2.1 by either Party if the other Party is in material breach of any of its obligations under this Agreement and fails to remedy the breach (if capable of remedy) within 7 days after written notice by the other Party specifying the breach and requiring the same to be remedied;
 - 13.2.2 by either Party with immediate effect from the date of service on the other of written notice if a resolution is passed or an order is made for the winding up of the other (otherwise than for the purpose of solvent amalgamation or reconstruction where the resulting entity assumes all of the obligations under this Agreement of the relevant Party) or the

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other becomes subject to an administration order or an administrator, receiver or administrative receiver is appointed of all or part of the other's undertaking and assets;

- 13.2.3 by either Party with immediate effect from the date of service on the other of a written notice if that other Party ceases or threatens to cease to carry on its business or is unable to pay its debts or becomes insolvent (within the meaning of the Insolvency Act 1986) or makes or proposes to make any arrangement or composition with its creditors;
- 13.2.4 by either Party with immediate effect from the date of service on the other of a written notice if the other Party suffers any analogous event to those set out in Clauses 0 and 0 in any other jurisdiction;
- 13.2.5 by either Party in the circumstances set out in Clause 16 (Force Majeure);
- 13.2.6 by the Purchaser if the Supplier is in material breach of any of its obligations under this Agreement (whether or not such breach is material in nature) and fails to remedy the breach (if capable of remedy) within 14 days after written notice by the Purchaser specifying the breach and requiring the same to be remedied;
- 13.2.7 by the Purchaser with immediate effect from the date of service on the Supplier of written notice if the Supplier is in persistent breach of any of its obligations under this Agreement (whether or not such breaches are material in nature or are remedied by the Supplier) including if the Supplier is in breach of any of its obligations (whether it is the same obligation or not) 3 (three) times in any six month period or the term of this Agreement, whichever is shorter;
- 13.2.8 by the Purchaser with immediate effect from the date of service on the Supplier of written notice if the Supplier has, in the reasonable opinion of the Purchaser, materially adversely harmed the name or business of the Purchaser; or

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- 13.2.9 by the Purchaser with immediate effect from the date of service on the Supplier of written notice if a person (or persons acting together) take a controlling interest in the Supplier's share capital (for this purpose, a 'controlling interest' being either:
- (a) the ownership or control (directly or indirectly) of more than 30% of the Supplier's voting share capital or the share capital of the Supplier's Holding Company; or
 - (b) the ability to direct the casting of more than 30% of the votes exercisable at the Supplier's general meetings or those of the Supplier's Holding Company on all, or substantially all, matters);
- 13.2.10 by the Purchaser with immediate effect from the date of service on the Supplier of a written notice in the circumstances set out in Clauses 20.2, or Schedule 3; or
- 13.2.11 by the Purchaser, without prejudice to any other rights it has in relation to termination under this Agreement, in the event the Supplier materially breaches the Welsh Government Code of Conduct: Ethical Procurement in the Supply Chain and fails to remedy the breach (if capable of remedy) within 7 days after written notice by the Purchaser specifying the breach of the Code of Conduct and/or Responsible Procurement Policy and requiring the same to be remedied; or
- 13.2.12 by the Purchaser, without prejudice to any other rights it has in relation to termination under this Agreement, in the event the Supplier breaches the Welsh Government Code of Conduct: Ethical Procurement in the Supply Chain (whether or not such breach is material in nature) and fails to remedy the breach (if capable of remedy) within 14 days after written notice by the Purchaser specifying the breach and requiring the same to be remedied.

13.3 The termination of this Agreement for any reason will not affect the coming into force or the continuation in force of any of its provisions which expressly

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or by implication are intended to come into force or continue in force on or after the termination.

- 13.4 Any termination of this Agreement under this Clause will be without prejudice to any other rights or remedies of either Party under this Agreement or at law and will not affect any accrued rights or liabilities of either Party at the date of termination.

14. Exit Management

- 14.1 The Supplier shall comply with the requirements of the Exit Plan as set out in Schedule 5.

15. Limitation of Liability

- 15.1 Except as provided in Clause 15.33 neither Party shall be liable to the other Party by reason of any representation (unless fraudulent) or any implied warranty, condition or other term, or any duty at common law, or under the express terms of this Agreement for any indirect or consequential loss or damage (including loss of profits, anticipated savings, opportunity, reputation or goodwill) whether caused by the negligence, breach of contract, tort or breach of statutory duty of that Party, its employees or agents or otherwise, arising out of or in connection with this Agreement, but for the avoidance of doubt and subject to the other provisions of this Clause 15, each Party shall be liable to the other Party for direct losses.
- 15.2 Except as provided in Clause 15.33 the aggregate of any other liability (other than under Clause 19 for which no cap on liability will apply) of the Supplier to the Purchaser in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising out of or in connection with this Agreement is limited in respect of each incident or series of connected incidents to the higher of £[XXXX.XX] or the annual income the Supplier has received under this Agreement in the twelve (12) months preceding the incident or the first incident in a series of incidents.

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15.3 Notwithstanding any other provision of this Agreement, neither Party excludes or limits its liability for:

15.3.1 fraud;

15.3.2 fraudulent misrepresentation;

15.3.3 death or personal injury caused by its negligence;

15.3.4 breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982; or

15.3.5 any other liability which cannot lawfully be limited or excluded.

16. Force Majeure

16.1 Subject to the remaining provisions of this Clause, neither party to this Agreement shall be liable to the other for any delay or failure of its obligations under this Agreement to the extent that such delay or failure results from a Force Majeure Event.

16.2 If a Force Majeure Event delays or prevents a party from performing any of its obligations under this Agreement: such party shall:

16.2.1 give notice in writing of such delay or prevention to the other party as soon as reasonably possible;

16.2.2 use reasonable endeavours to mitigate the effects of such delay or prevention on the performance of its obligations under the Agreement; and

16.2.3 resume performance of its obligations as soon as reasonably possible after the removal of the cause of the delay or the prevention.

16.3 If the Supplier is prevented, hindered or delayed from or in performing any of its obligations under this Agreement by a Force Majeure Event, the Purchaser may either engage an alternative supplier to provide the Goods and/or Services for the duration of the event of Force Majeure and for a reasonable

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period thereafter (and provided the Purchaser uses reasonable endeavours to minimise its contractual commitments to the alternative supplier.

- 16.4 If a Party is prevented, hindered or delayed from or in performing any of its obligations under this Agreement by a Force Majeure Event for a continuous period in excess of 14 days the other Party may terminate this Agreement immediately by notice in writing.
- 16.5 A Party cannot claim relief if the Force Majeure Event is attributable to that Party's neglect, omission, wilful act or failure to take reasonable precautions against the relevant Force Majeure Event.

17. Information Requirements & Business Continuity

- 17.1 The Purchaser will issue the Supplier with a purchase order and purchase order number on or shortly after execution of this Agreement. The purchase order is issued for administrative purposes only and any terms and conditions included in or on the reverse of the purchase order shall have no legal effect.
- 17.2 Invoices must show date, invoice number, the Supplier name and address, VAT breakdown as well as the purchase order number and the price for the Goods and/or Services supplied together with any other information or supporting documentation the Purchaser may reasonably require.
- 17.3 The Supplier warrants and represents that all information provided to the Purchaser prior to the date of this Agreement was materially true, accurate and not misleading. The Supplier agrees to notify the Purchaser immediately if any such information becomes untrue, inaccurate or misleading.
- 17.4 The Supplier warrants and represents that it has not relied on any information provided by the Purchaser prior to the date of this Agreement and that it has carried out its own due diligence in relation to the Purchaser's requirements in relation to the Goods and/or Services.
- 17.5 All specifications, drawings, sketches, models, prototypes, samples, tools, designs, technical information or data or other proprietary information (whether written, oral or otherwise and including personal data as defined in

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the Data Protection Act 1998) made available to the Supplier by the Purchaser (or on its behalf) will remain the property of the Purchaser and will be returned promptly to the Purchaser (together with all copies) at the Purchaser's request. Such information will be treated as strictly confidential, will be kept safely and will not be used or disclosed by the Supplier except as strictly necessary in the performance of this Agreement.

- 17.6 The Supplier shall provide the Purchaser with such information and evidence as the Purchaser may reasonably require concerning the make-up of the Supplier's prices and pricing arrangements including (without limitation) details of the following:
- 17.6.1 the costs and expenses of production of the Goods and/or provision of the Services;
 - 17.6.2 any applicable overhead rates used in calculating the prices;
 - 17.6.3 time, and rates applicable thereto, incurred in the Delivery of the Goods and/or provision of the Services;
 - 17.6.4 wages or salaries and other emoluments and benefits paid to employees engaged in production of the Goods and/or provision of the Services; and
 - 17.6.5 profit margins on the Goods and/or Services.
- 17.7 The Supplier shall ensure that it has in place a plan in relation to ensuring business continuity both in relation to general day-to-day service disruptions and disaster recovery affecting either the Supplier or the Purchaser's business (the **"Supplier's Business Continuity Plan"**), which complies with industry best practice on business continuity management and that it is able to implement the provisions of the Supplier's Business Continuity Plan at any time in accordance with its terms.
- 17.8 The Supplier's Business Continuity Plan shall be reviewed by the Supplier and the Purchaser annually, or at such other times as may be requested by the Purchaser. The Supplier shall promptly implement any amendments to the

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Supplier's Business Continuity Plan which the Purchaser considers necessary following such review.

- 17.9 The Supplier shall test the Supplier's Business Continuity Plan on a regular basis (and in any event not less than once every 12 month period). The Purchaser shall be entitled to participate in such tests as it may reasonably require. Following each test, the Supplier shall send the Purchaser a written report summarising the results of the test and shall promptly implement any actions or remedial measures which the Purchaser considers to be necessary as a result of the test.
- 17.10 On the occurrence of any service disruption or disaster the Supplier shall comply with the Supplier's Business Continuity Plan in accordance with its terms.
- 17.11 In addition, and without prejudice to the above, where the Purchaser has provided its own Business Continuity Plan to the Supplier, either prior to the date of this Agreement or with the agreement of the Supplier, on the occurrence of any service disruption or disaster the Supplier shall comply with the Purchaser's Business Continuity Plan in accordance with its terms.

18. Intellectual Property

- 18.1 All Intellectual Property Rights in systems, concepts, brands, logos, marks, slogans, digital scans, advertising, promotional or packing material, artistic works, illustrations, documents, instructions, databases, drawings, information, designs, specifications, formulae, test results, software, inventions, tooling, display equipment, labels, models, samples, photographs or other material or products acquired or created by the Supplier or on the Supplier's behalf in the course of performing this Agreement, commissioned by the Purchaser or which are made to the Purchaser's specification (the "**Materials**") will vest in the Purchaser. The Supplier assigns to the Purchaser all such rights (whether presently existing or to be created in the future) to the fullest extent to which the Supplier is able (and if moral rights exist, the Supplier waives such rights) and regardless of whether or not the Supplier has

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received payment for the Goods and/or Services purchased pursuant to this Agreement.

- 18.2 The Supplier agrees to execute all documents and to do any other things reasonably necessary to further assure the Purchaser's title to Intellectual Property Rights in the Materials and to allow the Purchaser to enforce its rights in the Materials. For the avoidance of doubt, this may involve the Supplier providing the Purchaser with the names of the individuals who created the Materials and with information as to the novelty of the Materials. Where the Supplier engages the assistance of third parties in preparing or producing the Materials for the Purchaser, the Supplier will notify the Purchaser, ensure at the outset that such third parties assign any such Intellectual Property Rights to the Purchaser (and if moral rights exist, waive such rights) and promptly provide the Purchaser with documentation evidencing such assignment and waiver.
- 18.3 All Intellectual Property Rights in systems, concepts, brands, logos, marks, slogans, digital scans, advertising, promotional or packing material, artistic works, illustrations, documents, instructions, databases, drawings, information, designs, specifications, formulae, test results, software, inventions, tooling, display equipment, labels, models, samples, photographs or other material or products supplied by the Purchaser to the Supplier or used by the Supplier in the supply of the Goods and/or Services shall at all times be and remain the exclusive property of the Purchaser and such items shall be held by the Supplier in safe custody at its own risk and maintained and kept in good condition by the Supplier until returned to the Purchaser and shall not be disposed of other than in accordance with the Purchaser's written instructions, nor shall such items be used otherwise than as authorised by the Purchaser in writing.
- 18.4 The Supplier acknowledges that any rights granted by the Purchaser to use or exploit any of the Purchaser's Intellectual Property Rights will terminate immediately upon the termination of this Agreement for any reason. All goodwill in respect of the Purchaser's Intellectual Property Rights shall remain with the Purchaser at all times.

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19. Supplier Personnel

- 19.1 All losses, damages, costs, claims, liabilities and expenses (including all legal and other professional fees and expenses) (the “**Liabilities**”) relating to the employment of any of the Supplier’s employees, workers, contractors and agents (the “**Supplier Personnel**”) in respect of the period from the Effective Date up to and including the date of termination of this Agreement are to be borne by the Supplier.
- 19.2 The Supplier will indemnify and keep the Purchaser and any new provider of goods and/or services to the Purchaser similar to the Goods and/or Services or any part of such Goods and/or Services (a “**New Service Provider**”) indemnified against any Liabilities transferred to, imposed upon or incurred by the Purchaser and/or any New Service Provider, in each case to the extent arising out of or in connection with the employment of any Supplier Personnel in respect of the period from the Effective Date to the date of termination of this Agreement.
- 19.3 If any of the Supplier Personnel makes any claim (whether successful or not) at any time prior to termination of this Agreement that they have become an employee of, or have rights against, the Purchaser or any New Service Provider by virtue of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (the “**Regulations**”) or otherwise, the Supplier will indemnify and keep the Purchaser and any New Service Provider indemnified against any Liabilities transferred to, imposed upon or incurred by the Purchaser or any New Service Provider in each case to the extent arising out of or in connection with any such claim.
- 19.4 The Supplier undertakes that during any notice period to terminate this Agreement it shall not, save with the prior written consent of the Purchaser:
- 19.4.1 withdraw or permit the withdrawal of any of the Supplier Personnel engaged wholly or mainly at that time in the provision of the Goods and/or Services (the “**Relevant Supplier Personnel**”) from the provision of the Goods and/or Services;

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- 19.4.2 alter in any material respect the terms and conditions of employment of any of the Relevant Supplier Personnel (including, without limitation, any increase in salary, wages or other emoluments (whether pursuant to a general review or otherwise) where the effect of such increase would be to increase the annual salary, wages or other emoluments of any Relevant Supplier Personnel to an annual level above the market rate paid to such personnel across the relevant industry);
- 19.4.3 assign any member of the Supplier's staff (not already engaged in the provision of the Goods and/or Services) to the provision of the Goods and/or Services; or
- 19.4.4 engage new employees who would become Relevant Supplier Personnel except to replace Relevant Supplier Personnel who have left the Supplier's employment.
- 19.5 The Supplier undertakes that during any notice period to terminate this Agreement, the Supplier shall provide to the Purchaser and/or New Service Provider the following information:
- 19.5.1 details of the Service(s); and
- 19.5.2 all information relating to transferring employees required to be supplied under the Regulations.
- 19.6 Following the termination of this Agreement for whatever reason, the Supplier will indemnify and keep the Purchaser and any New Service Provider indemnified in full against all Liabilities arising directly or indirectly in connection with any act or omission of the Supplier prior to the termination or expiry of this Agreement in respect of any Supplier Personnel for which the Purchaser and/or any New Service Provider is liable by reason of the Regulations.
- 19.7 If, as a result of the application of the Regulations, the contract of employment of any employee of the Supplier shall have effect, following the termination of this Agreement, as if originally made between the Purchaser and/or any New

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Service Provider and that person (an “**Outgoing Employee**”), the Purchaser and/or any New Service Provider may terminate the contract of employment with such Outgoing Employee and the Supplier shall indemnify and keep the Purchaser and any New Service Provider indemnified against all Liabilities incurred in respect of any such dismissal. The Supplier shall also indemnify and keep the Purchaser indemnified against all Liabilities incurred by the Purchaser arising out of or in connection with any claim (whether successful or not) made by an Outgoing Employee (whether or not such person is dismissed by the Purchaser).

- 19.8 A New Service Provider may enforce the terms of this Clause 19 subject to and in accordance with the terms of this Agreement and the provisions of the Contracts (Rights of Third Parties) Act 1999.
- 19.9 The Supplier will ensure all Supplier and any Sub-Contractor Personnel used in the delivery of this contract are paid as a minimum in line with the Living Wage Foundation, Living Wage as revised from time to time.

20. Holding Company Guarantee

- 20.1 The Purchaser may, by written notice to the Supplier, at any time during the term of this Agreement, require the Supplier to procure that its Holding Company or such other company in its Group as the Purchaser may reasonably require (the “**Guarantor**”) enters into a guarantee with the Purchaser pursuant to which the Guarantor irrevocably and unconditionally guarantees to the Purchaser the due and punctual performance by the Supplier of its obligations under this Agreement. Such guarantee shall be in the form reasonably requested by the Purchaser.
- 20.2 Without prejudice to the other rights or remedies of the Purchaser, if the Guarantor fails to enter into such a guarantee within 30 days of such written notice from the Purchaser to the Supplier, the Purchaser shall have the right to terminate this Agreement immediately on written notice to the Supplier.

21. Notices

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21.1 Any notice given under this Agreement shall be in writing and served by delivering it personally or sending it by pre-paid recorded delivery or registered post to the address and for the attention of the relevant Party set out in Clause 21.2 (or as otherwise notified by that Party hereunder). Any such notice shall be deemed to have been received:

21.1.1 if delivered personally, at the time of delivery; and

21.1.2 in the case of pre-paid recorded delivery or registered post 48 hours from the date of posting.

Provided that if deemed receipt occurs before 9am, on a Business Day the notice shall be deemed to have been received at 9am on that day, and if deemed receipt occurs after 5pm on a Business day, or on a day which is not a Business Day, the notice shall be deemed to have been received at 9am on the next Business Day. For the purpose of this Clause "Business Day" means any day which is not a Saturday, a Sunday or a public holiday in the place at or to which the notice is left or sent.

21.2 The addresses of the Parties for the purposes of Clause 21.1 are:

Transport for Wales

Address: 3 Llys Cadwyn, Pontypridd, Wales, CF37 4TH

For the attention of: [xxxx]

[Supplier name]

Address: [supplier address]

For the attention of: [xxxx]

or such other address in the United Kingdom as may be notified in writing from time to time by the relevant Party to the other Party.

22. Sub-Contractors

22.1 The Supplier will not be entitled to sub-contract any of the Supplier's obligations under this Agreement, except with the prior written consent of the Purchaser.

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- 22.2 The appointment of a sub-contractor shall not affect the Supplier's obligations and liabilities under this Agreement.
- 22.3 Where the Purchaser recommends or suggests any particular person to the Supplier as a sub-contractor, the Purchaser gives no warranty or assurance in respect of the performance of that person and no liability will be accepted by the Purchaser in respect of the performance of that person.

23. Assignment

- 23.1 The Supplier will not be entitled to assign, transfer, sub-licence or charge any or all of the Supplier's rights or obligations under this Agreement without the prior written consent of the Purchaser.
- 23.2 The Purchaser will be entitled to assign or sub-licence any or all of its rights or obligations under this Agreement with the Supplier's prior written consent (such consent not to be unreasonably withheld), provided that, in the case of an assignment only, it is to a company which is, at the time, within the Purchaser's Group. The Purchaser will give the Supplier notice of any such assignment as soon as reasonably practicable.

24. Anti-bribery

- 24.1 The Supplier shall:
- 24.1.1 comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
 - 24.1.2 not engage in any activity, practice or conduct which would constitute an offence under section 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
 - 24.1.3 have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and will enforce them where appropriate;

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- 24.1.4 promptly report to the Purchaser any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this Agreement; and
- 24.1.5 within six (6) months of the date of this Agreement, and annually thereafter, certify to the Purchaser in writing signed by an officer of the Supplier, compliance with this Clause 24 by the Supplier and all persons associated with it under Clause 24.2. The Supplier shall provide such supporting evidence of compliance as the Purchaser may reasonably request.
- 24.2 The Supplier shall ensure that any person associated with the Supplier who is producing or delivering the Services in connection with this Agreement 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 this Clause 24 (**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 the Purchaser for any breach by such persons of any of the Relevant Terms.
- 24.3 Breach of this Clause 24 shall be deemed a material breach under Clause 13.
- 24.4 For the purpose of this Clause 24, 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 purpose of this Clause 24, a person associated with the Supplier includes but is not limited to any Subcontractor of the Supplier.

25. Supervening Events

- In the event that any legal or other regulatory requirement solely relating to the rail sector changes or varies the terms of this Agreement or affects the agreed price of the Services, the Purchaser reserves the right to cancel (or enter into discussing with the Supplier to) or amend this Agreement

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without prejudice to the Purchaser's rights and interests in Services already Delivered and accepted.

26. Waiver and Cumulative Remedies

- 26.1 The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. A waiver of a breach of any of the terms of this Agreement or a default under this Agreement does not constitute a waiver of any other breach or default and shall not affect the other terms of this Agreement. A waiver of a breach of any of the terms of this Agreement or a default under this Agreement will not prevent a Party from subsequently requiring compliance with the waived obligation. The rights and remedies provided by this Agreement are cumulative and (subject as otherwise provided in this Agreement) are not exclusive of any rights or remedies provided by law.

27. No Partnership

- 27.1 Nothing in this Agreement and no action taken by the Parties pursuant to this Agreement shall constitute or be deemed to constitute a relationship between the Parties of partnership, association, joint venture or other co-operative entity.

28. Variation

- 28.1 No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the Parties.

29. Costs and Expenses

- 29.1 Each Party shall pay its own costs relating to the negotiation, preparation, execution and implementation by it of this Agreement and of each document referred to in it.

30. Counterparts

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- 30.1 This Agreement may be executed in any number of counterparts, each of which so executed shall be an original, but together shall constitute one and the same instrument.

31. Confidentiality and Privacy

- 31.1 Subject to Clause 31.2 the Parties shall keep confidential all Confidential Information relating to this Agreement and shall use all reasonable endeavours to prevent their employees and agents from making any disclosure to any person of any matters relating hereto.
- 31.2 Clause 31.1 shall not apply to any disclosure of Confidential Information:
- 31.2.1 required by any applicable law;
 - 31.2.2 that is reasonably required by persons engaged by a Party in the performance of such Party's obligations under this Agreement;
 - 31.2.3 where a Party can demonstrate that such Confidential Information is already generally available and in the public domain otherwise as a result of a breach of Clause 31.1;
 - 31.2.4 by either Party of any document to which it is a party and which the Parties to this Agreement have agreed contains no Confidential Information;
 - 31.2.5 which is already lawfully in the possession of the receiving Party, prior to its disclosure by the disclosing Party; and
 - 31.2.7 by either Party relating to this Agreement and in respect of which the other Party has given its prior written consent to disclosure.
- 31.3 The Supplier will not make any announcement or publicity statement relating to the Purchaser, this Agreement or its subject matter without the prior written approval of the Purchaser (except as required by law or by any legal or regulatory authority).
- 31.4 If the Supplier processes personal data (as defined by the Data Protection Act 1998) on behalf of the Purchaser, the Supplier will:

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- 31.4.1 only act on the Purchaser's instructions in relation to the processing of such personal data;
- 31.4.2 operate sufficient and appropriate technical and organisational measures to protect against unauthorised or unlawful processing of such personal data and against accidental loss or destruction of, or damage to such personal data;
- 31.4.3 comply with all obligations imposed on the Supplier under the Data Protection Act 1998;
- 31.4.4 provide evidence to the Purchaser on request of the technical and organisational measures the Supplier has taken to comply with the Supplier's obligations under this Clause; and
- 31.4.5 on the Purchaser's request, and unless required by law to do otherwise, return such personal data to the Purchaser and destroy any copies of such data that the Supplier holds.

32. Dispute Escalation

- 32.1 Without prejudice to either Party's right to seek interlocutory relief in the courts the Parties shall use their best efforts to negotiate in good faith and settle amicably any dispute that may arise out of or relate to this Agreement (or its construction, validity or termination) (a "**Dispute**"). If a Dispute cannot be settled through negotiations by appropriate representatives of each of the Parties, either Party may give to the other a notice in writing (a "**Dispute Notice**"). Within seven days of the Dispute Notice being given the Parties shall each refer the Dispute to the senior representatives nominated by the managing director of each Party who shall meet in order to attempt to resolve the dispute. If the Dispute is not settled by agreement in writing between the Parties within 14 days of the Dispute Notice it shall be resolved in accordance with Clauses 33 and 38.

33. Mediation

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- 33.1 Any Dispute may be referred to mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure. The mediation shall be conducted by a single mediator appointed by mutual agreement, or (failing mutual agreement within seven days of a notice from either Party to the other calling upon the other so to agree) by the Centre for Dispute Resolution. Both Parties agree to co-operate fully with such mediator, provide such assistance as is necessary to enable the mediator to discharge his duties, and to bear equally between them the fees and expenses of the mediator.
- 33.2 The mediation shall be conducted in England in English. The mediation shall be conducted without prejudice to the rights of any of the Parties in future proceedings.

34. Third Party Rights

- 34.1 Any New Service Provider may enforce the terms of Clause 22 subject to and in accordance with this Agreement and the provisions of the Contracts (Rights of Third Parties) Act 1999.
- 34.2 Except as provided in Clause 34.1, a person who is not a Party to this Agreement shall not have the right under the Contract (Rights of Third Parties) Act 1999 to enforce any of its terms.
- 34.3 Notwithstanding that any term of this Agreement may be or become enforceable by a person who is not a Party to it, the terms of this Agreement may be varied, amended or modified without the consent of any such third party.

35. Entire Agreement

- 35.1 This Agreement sets out the entire agreement and understanding between the Parties and supersedes any previous agreements between the Parties relating to the subject matter of this Agreement.
- 35.2 The Supplier acknowledges that in entering into this Agreement it does not rely on, and will have no remedy in respect of, any statement, representation,

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warranty or understanding (whether negligently or innocently made) of any person (whether Party to this Agreement or not) other than as expressly set out in this Agreement.

- 1.2 The Parties acknowledge that any terms and conditions included in or on the reverse of any order issued by the Purchaser shall have no legal effect and shall not be incorporated into this Agreement.
- 1.3 Nothing in this Clause will operate to limit or exclude any liability for fraud or fraudulent misrepresentation.

36. Severance

- 36.1 If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.
- 36.2 If any provision of this Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it valid and enforceable.

37. Competition Law

- 37.1 If any provision of this Agreement is or is likely to become, in the reasonable opinion of the Purchaser, void or unenforceable either under the Competition Act 1998, the Enterprise Act 2002 or Articles 101 and/or 102 of the Treaty on the Functioning of the European Union the Purchaser may, by notice to the Supplier, require the Supplier to enter into discussions with the Purchaser to vary this Agreement so that it does comply with the relevant law or if no agreement can be reached within 90 days the Purchaser may terminate this Agreement immediately on notice to the Supplier.

38. Governing Law and Jurisdiction

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- 38.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.
- 38.2 Subject to Clause 33, each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

As Witness whereof this Agreement has been duly signed on behalf of the Parties by their duly authorised representatives on the date as written above.

Signed for and on behalf of the Purchaser – Transport for Wales	
Signature	
Print Name	
Title/Position	
Date	

Signed for and on behalf of the Supplier – [INSERT SUPPLIER]	
Signature	
Print Name	
Title/Position	
Date	

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39. SCHEDULE 1 - Specification/Scope

[Insert]

[XX/XX/202X]

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40. SCHEDULE 2 - Pricing

[insert]

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41. SCHEDULE 3 - KPIs

Category	KPI Measure / Standard	Frequency / Target
Service		Reported Weekly & Summarised Railway periodically
Service		Reported Weekly & Summarised Railway periodically
Service		Reported Weekly & Summarised Railway periodically
Service		Reported Weekly & Summarised Railway periodically
Service		Reported Weekly & Summarised Railway periodically

Contract Review

A joint review of the contract shall take place on a quarterly basis. The review should be attended by the Purchaser (Contract Owner), and the Supplier's Contract Management team. The objective shall be to achieve a comprehensive appraisal of all relevant aspects of the contract, including but not limited to: -

- Key Performance Measurement Data
- Performance of the Supplier
- Any problems encountered by both party and corrective actions required
- Service Credit refunds

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42. SCHEDULE 4 – Welsh Government Code of Conduct

Ethical Procurement in the Supply Chain

<https://gov.wales/topics/improving-services/bettervfm/code-of-practice/?lang=en>

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43. SCHEDULE 5 – Exit Plan

[INSERT IF REQUIRED OR STATE NOT REQUIRED]

[XX/XX/202X]

[Contract Reference & Title]



44. SCHEDULE 6 –

[INSERT IF REQUIRED OR STATE NOT REQUIRED]

[XX/XX/202X]

[Contract Reference & Title]
