**URBAN TRANSPORT GROUP LIMITED**

**GENERAL CONDITIONS OF CONTRACT FOR CONSULTANTS**

1. **DEFINITIONS**

In these conditions of contract (“**Conditions**”), unless the context requires otherwise, the following words and phrases shall have the following meanings:

(a) "**Bribery Act**" means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

(b) "**UTG**" means Urban Transport Group Limited (company number 05491588), whose principal office is at Wellington House, 40-50 Wellington Street, Leeds, LS1 2DE.

(c) "**Consultant**" means the company whose tender or quotation has been accepted by the UTG to provide the Services and, in the case of a limited company, its successors, and in the case of any other person or persons, his or their executors or administrators, and in the case of joint contractors, they shall be jointly and severally bound by the Contract. The Consultant may also be referred to as the Contractor in the Contract Documents.

(d) "**Contract**" means the legally binding agreement made between UTG and the Consultant for the provision of the Services incorporating the Contract Documents.

(e) "**Contract Documents**" shall mean the Purchase Order and these Conditions together with the documents listed in the Purchase Order which may include the invitation to tender documents or the Consultant’s quotation or tender response and all specifications, plans, drawings and fee schedules which are relevant to the Contract.

(f) "**Contract Manager**" shall be the person who is nominated and authorised by UTG to manage or supervise the Contract.

(g) "**Fee**" means the fee or price agreed between UTG and the Consultant for the provision of the Services.

(h) “**Fraud**” means any offence under laws creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to the Contract or defrauding or attempting to defraud or conspiring to defraud UTG.

(i) "**Good Industry Practice**" means in relation to the performance of any activity to which this standard is applied, the exercise of that degree of skill, diligence, prudence and foresight as would reasonably be expected from a properly qualified and competent person engaged in carrying out services of a similar size, nature, scope, type and complexity, complying with all Legal Requirements and applicable British, European and international standards and published codes of practice;

(j) "**Intellectual Property Rights**" means patents, registered and unregistered designs, copyright, trademarks and all other intellectual property protection wherever in the world enforceable.

(k) "**Key Personnel**" are the persons agreed between the parties or specified in the Contract Documents as key personnel who are required to provide the Services on behalf of the Consultant;

(l) "**Legal Requirement**" means any of the following:

1. any enactment to the extent that it applies to that party;

(ii) any regulation made by the Council or the Commission of the European Union to the extent that it applies to that party or a decision taken by the Commission of the European Union which is binding on that party to the extent that it is so binding; and

(iii) any interpretation of law, or finding, contained in any judgement given by a court or tribunal of competent jurisdiction in respect of which the period for making an appeal has expired which requires any legal requirement falling within paragraphs (a) or (b) above to have effect in a way which is different to that in which it previously had effect;

(m) "**Premises**" means any premises owned, occupied or leased by UTG or as described in the Contract;

(n) "**Prohibited Act**"**:** the following constitute Prohibited Acts:

(1) to directly or indirectly offer, promise or give any person working for or engaged by UTG a financial or other advantage to:

(i) induce that person to perform improperly a relevant function or activity; or

(ii) reward that person for improper performance of a relevant function or activity;

(2) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Contract;

(3) committing any offence:

(i) under the Bribery Act;

(ii) under the Prevention of Corruption Acts 1889 to 1916;

(iii) under legislation creating offences concerning fraudulent acts;

(iv) at common law concerning fraudulent acts relating to this Contract or any other agreement with UTG; or

(v) defrauding, attempting to defraud or conspiring to defraud UTG;

(4) giving any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972;

(5) directly or indirectly canvassing any member or officer of UTG or obtaining or attempting to obtain information concerning any other quotation, tender or contract.

(o) “**Purchase Order**” means an order in the form of a purchase order or letter of appointment issued by UTG which specifies inter alia the Services, the Fee, and the quantity and description of any goods or materials required as part of the Services by UTG.

(p) “**Services**” mean all the services to be provided by the Consultant under the Contract and set out in the Contract Documents.

(q) Any reference in these Conditions to parties shall mean both UTG and the Consultant.

**2. ACCEPTANCE OF THE CONSULTANT’S TENDER OR QUOTATION**

2.1 The Contract shall commence and the Consultant is bound contractually to provide the Services in accordance with the Contract Documents upon UTG’s written acceptance of the Consultant’s tender or quotation by issue of the Purchase Order.

**3. WHOLE AGREEMENT**

3.1 The Consultant agrees that only these Conditions shall apply to the Contract to the exclusion of all other terms and conditions including any terms and conditions which the Consultant may purport to apply under any order, confirmation of order or similar documents or in correspondence with UTG. The Consultant hereby waives any contractual rights which the Consultant might otherwise obtain from such terms and conditions.

3.2 The Contract constitutes the entire agreement between the parties. No variations, deletions, amendments, modifications or alterations of any kind to the Contract will be accepted unless agreed in writing by the parties.

3.3 In the event of inconsistency between the provisions of these Conditions and any other document(s) forming part of the Contract, then the Contract Manager shall determine which document(s) shall prevail and may issue appropriate instructions in writing resolving any ambiguity or discrepancy.

**4. THE SERVICES**

4.1 The Consultant warrants that it shall:

(a) perform the Services strictly in accordance with the timetable, programme, dates or times specified in the Contract Documents or notified to it by UTG or if no such dates or times are so specified or notified then within the shortest period during which the Consultant can reasonably execute the Services;

(b) co-operate with UTG in all matters relating to the Services and comply with all instructions issued by UTG;

(c) perform the Services in a professional manner using the best applicable techniques and standards and with all reasonable skill, care and diligence;

(d) perform the services in accordance with Good Industry Practice and Legal Requirements;

(e) ensure that all staff supplying the Services shall do so with all due skill, care and diligence and shall possess such qualifications, skills and experience as are necessary for the proper supply of the Services;

(f) ensure that the Services will conform with all descriptions and specifications set out in the Contract Documents;

(g) provide all necessary facilities, equipment, materials, tools, vehicles and such other items as are required to provide the Services;

(h) use the best quality goods, materials, standards and techniques in the provision of the Services;

(i) observe all health and safety rules and regulations and any other security requirements that apply at UTG’s premises;

(j) hold all materials, equipment and tools, drawings, specifications and data (“**UTG’s** **Materials**”) supplied by UTG to the Consultant in safe custody at its own risk and maintain UTG’s Materials in good condition until such time as they are returned to UTG and do not dispose of or use UTG’s Materials other than in accordance with UTG’s written instructions or authorisation; and

(k) not do or omit to do anything which may cause UTG to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business and the Consultant acknowledges that UTG may rely or act on the Services.

4.2 The Consultant shall at all times ensure that it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract.

4.3 The Contract Manager shall have the power to reject any work which he does not consider to have been carried out reasonably in accordance with the Contract Documents and in such an event the Consultant shall if so required by the Contract Manager in writing forthwith cause the work rejected to be done again with all reasonable despatch. The Consultant shall not be entitled to receive any additional payment from UTG for any work rejected by the Contract Manager.

**5. CONSULTANT'S PERSONNEL AND PERFORMANCE**

5.1 The Consultant shall properly manage and monitor performance of the Services and immediately inform the Contract Manager if any aspect of the Contract is not being or is unable to be performed.

5.2 The Consultant shall:

(a) provide personnel who are suitably and appropriately skilled, qualified, competent and experienced to undertake the Services and perform tasks assigned to them;

(b) provide sufficient number of personnel to ensure that the Consultant fulfils all its obligations under the Contract;

(c) ensure its personnel is acceptable to UTG;

(d) give UTG, if so requested, full particulars of all personnel who are or may be at any time employed on the Contract; and

(e) properly manage and supervise its personnel during provision of the Services to UTG.

5.3 If UTG gives the Consultant notice that any person is to be removed from involvement in the Services, the Consultant shall take immediate steps to comply with such notice. The decision of UTG regarding the Consultant's personnel shall be final and conclusive.

5.4 The Consultant shall take all reasonable steps to avoid changes to any of the personnel designated in the Contract as Key Personnel. The Consultant shall give at least 28 calendar days’ notice to the Contract Manager of any proposals to change Key Personnel.

5.5 The Consultant shall ensure that all personnel working or attending the Premises comply with rules, regulations, safety and security instructions from UTG, including completion of any additional clearance procedures required by UTG and return of any passes as required.

5.6 Unless otherwise agreed by UTG, neither the Consultant nor any of its personnel or agents shall carry out any business or trading activity within the confines of the Premises and no advertisement, sign or notice of any description shall be exhibited.

5.7 The Consultant shall exercise due care and propriety when dealing with third parties in connection with the Contract and ensure that no commitments are entered into (unless expressly required under the Contract), without UTG’s prior written consent.

5.8 Nothing in the Contract shall be construed as creating a contract of employment between UTG and the Consultant or any of its personnel.

**6. MEETINGS AND REPORTS**

6.1 The Consultant shall attend all meetings arranged as reasonably required by UTG for the discussion of matters connected with the performance of the Services.

6.2 Without prejudice to the submission of reports as specified under the Contract, the Consultant shall render any additional reports as to the performance of the Services at such time or times and in such form as the Contract Manager may reasonably require.

**7. INSPECTION OF THE SERVICES**

7.1 During the course of the Contract, UTG shall have the power to inspect and examine any of the Services on the Premises at any reasonable time. Where the Services are being performed on any other premises, the Contract Manager or UTG shall on giving reasonable notice to the Consultant be entitled to inspect and examine the Services. The Consultant shall provide free of charge all such facilities as UTG may reasonably require for such inspection and examination. In this Condition, Services includes planning or preliminary work for the Services.

7.2 UTG shall use reasonable endeavours to ensure that the conduct of each inspection or examination does not unreasonably disrupt the Consultant or delay the provision of the Services.

**8. INVOICES AND PAYMENT**

8.1 The Consultant shall submit an invoice to UTG as specified in the Contract or within 30 calendar days of completion of the Services. All invoices shall quote, where appropriate, the Purchase Order number and provide a breakdown of Services provided during that period.

8.2 The Consultant shall submit with the invoice such records as UTG may reasonably require including, but not limited to time sheets, expenses incurred, invoices paid or any other documents which would enable UTG to verify the information and the amounts referred to in that invoice.

8.3 UTG shall pay the Consultant in respect of the satisfactory performance of the Services in accordance with the Contract.

8.4 Except where otherwise provided in the Contract, the amount payable to the Consultant for the performance of the Services shall be inclusive of all costs of staff, facilities, travel and subsistence expenses, equipment, materials and all other expenses whatsoever incurred by the Consultant in discharging its obligations under the Contract.

8.5 Payment shall be made within 30 calendar days of receipt and approval of the invoice and in any event no later than the end of the month following the month in which the Services were satisfactorily completed.

8.6 Where the Contract permits variation of the Fee to be made on account of variation of wages, cost of materials, cost of transport, or other matters, any such variation shall only be made in accordance with any supplementary conditions of UTG governing such variations and annexed to these Conditions and shall be subject to 30 calendar days’ notice in writing and the written approval of the Contract Manager.

8.7 All sums payable under the Contract unless otherwise stated are exclusive of Value Added Tax (VAT) which shall be payable by UTG in the manner and at the rate prescribed by law, provided the Consultant has submitted a valid VAT invoice.

**9. ROYALTIES, LICENCE FEES AND TRANSFER OF INTELLECTUAL PROPERTY RIGHTS**

9.1 The Consultant shall ensure that all royalties, licence fees or similar expenses in respect of all intellectual property used in connection with the Contract have been paid and are included within the Fee.

9.2 On receipt of full payment for the Services, the Consultant shall transfer to UTG the Intellectual Property Rights in all drawings, specifications, briefs, reports, designs or other documents (the “Transferred Material”) created, written or completed by the Consultant in connection with the Contract.

9.3 Upon acquiring Intellectual Property Rights under Condition 9.2 UTG shall then be free to licence the Transferred Material to a third party for any purpose whatsoever.

9.4 The Consultant shall procure that the Transferred Material shall not infringe the Intellectual Property Rights of any third party.

9.5 The Consultant shall indemnify UTG against all claims, demands, actions, costs, expenses (including legal costs and disbursements), losses and damages arising from or incurred by reason of the Consultant’s actual infringement or alleged infringement (including the defence of such alleged infringement) of any third party’s Intellectual Property Rights in the provision of the Services or the production of the Transferred Material.

**10. CONSULTANT’S UNSATISFACTORY PERFORMANCE**

10.1 Where in the opinion of UTG, the Consultant has failed to perform the whole or any part of the Services, with the standard of skill, care and diligence which a competent and suitably qualified person performing the same Services could reasonably be expected to exercise, or in accordance with the Contract Documents, UTG may give the Consultant a notice specifying the way in which its performance falls short of the requirements of the Contract, or is otherwise unsatisfactory.

10.2 Where the Consultant has been notified of a failure in accordance with Condition 10.1 UTG may:

(a) request from the Consultant that, at its own expense and as specified by UTG, it re-schedules and performs the Services to UTG’s satisfaction within such period as may be specified by UTG in the notice, including where necessary, the correction or re-execution of any Services already carried out; or

(b) withhold or reduce payments to the Consultant, in such amount as UTG deems appropriate in each particular case.

**11. VARIATIONS**

11.1 The Contract Manager may notify the Consultant if UTG wishes to consider a variation in respect of the Services. Upon receipt of such notice, the Consultant shall within 10 calendar days, deliver to the Contract Manager a detailed written statement showing the effect the proposed variation will have on the delivery date(s) and the Fee for the Services together with such additional information as the Contract Manager considers reasonably necessary.

11.2 UTG may by further notice in writing from the Contract Manager vary the extent of the Services or description, the time, method or place of delivery or to suspend delivery. The Consultant shall promptly proceed to make the variation in accordance with the terms of such notice.

11.3 The Consultant will be paid the relevant amount as specified in such statement or as otherwise agreed in writing between the parties, provided the Consultant has submitted the statement and all additional information as required under Condition 11.1.

11.4 Failure by the Consultant to submit the documents in accordance with Condition 11.1 shall constitute its consent to perform the variation without increase in the Fee, without claim for material tendered being obsolete and without change in delivery schedule.

**12. POWER TO TERMINATE**

12.1 UTG may terminate the Contract in whole or in part upon issue (by UTG’s authorised representative) of a written notice to the Consultant if the Consultant:

(a) has made any material misrepresentation prior to the award of the Contract or issue of a Purchase Order; or

(b) fails for any reason whatsoever to provide the Services or fails to repeat Services rejected by the Contract Manager or fails to remedy any other breach of its obligations under the Contract within a reasonable period stated in any notice issued by UTG; or

(c) commits a breach of the Contract which is not capable of remedy; or

(d) commits any act of bankruptcy or if (the Consultant being a company) proceedings are commenced for the winding-up of the Consultant or if the Consultant makes any arrangements or composition with its creditors or if a Receiver or Administrative Receiver or Manager on behalf of a creditor is appointed or if the Consultant suffers any execution to be levied on its goods; or

(e) is guilty of any misconduct which UTG reasonably considers to be prejudicial to UTG’s interest.

12.2 Any termination of this Contract howsoever caused shall not affect any rights or liabilities which have accrued prior to termination.

**12A TERMINATION ON UTG DEFAULT**

12A.1 If UTG fails to pay the Consultant undisputed sums of money when due, the Consultant shall notify UTG in writing of such failure to pay. If UTG fails to pay such undisputed sum with 30 calendar days of the date of such written notice, the Consultant may terminate the Contract in writing with immediate effect, save that such right of termination shall not apply where the failure to pay is due to UTG exercising its rights under Condition 23.

12A.2 Subject to Condition 20, where:

(a) The Consultant terminates the Contract under Condition 12A.1; or

(b) provided that the events leading to such termination were not caused or contributed to by the fault or act or omission or breach of the Consultant;

UTG shall indemnify the Consultant against any commitments, liabilities or expenditure which would otherwise represent an unavoidable loss by the Consultant by reason of the termination of the Contract, provided that the Consultant takes all reasonable steps to mitigate such loss. Where the Consultant holds insurance, the Consultant shall reduce its unavoidable costs by any insurance sums available. The Consultant shall submit a fully itemised and costed list of such loss, with supporting evidence, of losses reasonably and actually incurred by the Consultant as a result of termination under Condition 12A.1.

12A.3 UTG shall not be liable under Condition 12A.2 to pay any sum which:

1. was claimable under insurance held by the Consultant and the Consultant has failed to make a claim on its insurance or has failed to make claim in accordance with the procedural requirements of the insurance policy;
2. when added to any sums paid or due to the Consultant under the Contract, exceed the total sum that would have been payable to the Consultant if the Contract had not been terminated prior to completion; or
3. is a claim by the Consultant for loss of profit, due to the early termination of the Contract.

**13. SUSPENSION OR BREAK**

13.1 UTG shall be entitled to terminate the Contract at any time and for any reason by giving to the Consultant not less than 30 calendar days’ notice in writing to that effect. Upon the expiry of the notice the Contract shall be terminated without prejudice to the rights of the parties accrued to the date of termination.

13.2 UTG shall in addition to its powers under any other of these Conditions, have the power to temporarily suspend the Contract at any time by giving to the Consultant 14 calendar days’ written notice. Upon the expiry of the notice the Contract shall be suspended without prejudice to the rights of the parties accrued to the date of suspension.

**14. CONSEQUENCES OF TERMINATION, SUSPENSION OR BREAK**

14.1 Where the Contract is terminated under Condition 12 the following provisions shall apply:

(a) Any sum due or accruing from UTG to the Consultant may be withheld or reduced by such amount as UTG in either case considers reasonable and appropriate in the circumstances;

(b) UTG may make all arrangements which are in its view necessary to procure the orderly completion of the Services including the letting of another contract or contracts;

(c) where the total costs reasonably and properly incurred by UTG, by reason of such arrangements exceed the amount that would have been payable to the Consultant for the completion of the Services, the excess shall be recoverable from the Consultant and UTG reserves the right to recover such excess by set-off against any amount withheld by UTG.

14.2 Where the Contract is terminated under Condition 13 the Consultant shall have the right to claim from UTG reimbursement of all reasonable costs necessarily and properly incurred by it in relation to the orderly cessation of the Services, including any commitments, liabilities or expenditure which are reasonably and properly incurred, and would otherwise represent an unavoidable loss by the Consultant by reason of the termination of the Contract. For the avoidance of doubt UTG will not indemnify the Consultant against loss of profit. UTG shall not in any case be liable to pay under the provisions of this Condition any sum which, when taken together with any sums paid or due or becoming due to the Consultant under the Contract, shall exceed the Fee.

14.3 Where the Contract is terminated under Condition 12 or Condition 13, UTG may, during any notice period:

(a) direct the Consultant, where the Services have not been commenced, to refrain from commencing such Services or where the Services have been commenced, to cease work immediately;

(b) direct the Consultant to complete in accordance with the Contract all or any of the Services, or any part or component thereof.

**15. CONFLICT OF INTEREST**

15.1 The Consultant shall subject to the confidentiality obligations of its other clients, notify UTG immediately upon becoming aware of any possible conflict of interest which may arise between the interests of UTG and any other client of the Consultant and the Consultant shall take all reasonable steps to remove or avoid the cause of any such conflict of interest to the satisfaction of UTG.

**16. DISCLOSURE OF INFORMATION**

16.1 UTG reserves the general right to disclose information about this Contract, unless otherwise agreed in writing.

16.2 The Consultant shall not disclose the Contract or any provision thereof or any information resulting from, in connection with, or during the course of the Contract, to any person unless it is strictly necessary for the performance of the Contract, and authorised in writing by UTG. The Consultant shall comply with any instructions regarding changes to authorisations and other instructions regarding disclosure or non-disclosure. This Condition does not apply in relation to information:

(a) which is in or enters the public domain otherwise than by a breach of an obligation of confidentiality;

(b) which is or becomes known from other sources without breach of any restriction on disclosure; or

(c) which is required to be disclosed by law or any professional or regulatory obligation.

16.3 Subject to Condition 16.2, the Consultant shall ensure that information about the Contract, or arising from or connected with the Contract:

(a) is divulged only to the minimum number of persons;

(b) is divulged only to the extent essential to each person's action in carrying out (or in connection with) the Contract and that such persons do not further divulge such information; and

(c) is properly safeguarded.

16.4 Subject to the retention of proper professional records, the Consultant shall, on written request from UTG, return all documents containing any part of the work carried out by the Consultant, including but not limited to, documents stored electronically.

16.5 The Consultant shall ensure that any contract with:

(a) any employee; and

(b) any sub-contractor engaged in any way in connection with the Contract

contains a condition requiring that person to keep all information in relation to the Contract and its performance confidential.

16.6 No information regarding the Services being provided under the Contract or facilities to photograph or film shall be given or permitted by the Consultant except with prior written permission of UTG, to whom any press or other enquiry or any such matter should be referred. This Condition does not apply in relation to information:

(a) which is in or enters the public domain otherwise than by a breach of an obligation of confidentiality;

(b) which is or becomes known from other sources without breach of any restriction on disclosure; or

(c) which is required to be disclosed by law or any professional or regulatory obligation.

16.7 The Consultant shall not, in connection with the Contract, communicate with representatives of the general or technical press, radio, television or other communications media unless specifically granted permission to do so in writing by UTG.

16.8 Except with the consent in writing of UTG the Consultant shall not make use of the Contract or any information issued or furnished by or on behalf of UTG otherwise than for the purpose of the Contract.

**17. RETENTION OF DOCUMENTATION**

17.1 The Consultant shall retain, produce when required (and explain as necessary) such accounts, documents (including working documents) and records as UTG, or the Contract Manager, may request, in connection with the Contract, at any time during the Contract and for a period of 6 years from the date of expiry or termination or such longer period as may be agreed between UTG and the Consultant in writing at or before the commencement of the Contract and afford such facilities as UTG may reasonably require for its representatives to visit the Consultant's premises and examine the records under this Condition.

**18. TRANSFER OF RESPONSIBILITY**

18.1 In the event that a different organisation is required to take over the Services at the expiry or termination of the Contract, the Consultant shall co-operate in the transfer, under arrangements to be notified to it by UTG.

18.2 The transfer shall be arranged between UTG and the Consultant so as to reduce to a minimum any interruption in the Services.

**19. Warranties and Representations**

19.1 The Consultant warrants and represents that:

(a) it has full capacity and authority and all necessary consents (including where its procedures so require, the consent of its Parent Company) to enter into and perform its obligations under the Contract;

(b) the Contract is executed by a duly authorised representative of the Consultant;

(c) in entering the Contract it has not committed any Fraud;

(d) as at the Contract commencement date, all information, statements and representations contained in the tender remains true, accurate and not misleading, save as may have been specifically disclosed in writing to UTG prior to execution of the Contract and it will advise UTG of any fact, matter or circumstance of which it may become aware which would render any such information, statement or representation to be false or misleading;

(e) no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or its assets which will or might affect its ability to perform its obligations under the Contract;

(f) it is not subject to any contractual obligation, compliance with which is likely to have an adverse effect on its ability to perform its obligations under the Contract;

(g) no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Consultant or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Consultant’s assets or revenue;

(h) it owns, has obtained or is able to obtain, valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract;

(i) in the three (3) years prior to the date of the Contract:

1. it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts;
2. it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established; and
3. (it has not done or omitted to do anything which could have an adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Contract.

**20. INDEMNITY AND INSURANCE**

20.1 Nothing in the Contract shall be construed to limit or exclude either party's liability for:

(a) death or personal injury caused by its negligence or that of its employees;

(b) Fraud; or

(c) fraudulent misrepresentation by it or that of its employees;

(d) any 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;

(e) any claim under Condition 19; or

(f) any claim under the indemnity in Condition 9.5 (Intellectual Property Rights) or Condition 27.1 (Data Protection).

* 1. Subject to Conditions 20.3 and 20.5, the Consultant shall indemnify UTG and keep indemnified UTG in full from and against all claims, proceedings, actions, damages, costs, expenses and any other liabilities which may arise out of, or in consequence of, the supply, or late or purported supply, of the Services or the performance or non-performance by the Consultant of its obligations under the Contract or the presence of the Consultant or any Consultant staff on the Premises, including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Consultant, or any other loss which is caused directly or indirectly by any act or omission of the Consultant. The Consultant shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of UTG or by breach by UTG of its obligations under the Contract.
	2. Subject to Condition 20.1, the Consultant’s total aggregate liability (including that of its partners and employees) to UTG in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Services shall in no event exceed three times the Fee for the project in the aggregate.
	3. Subject to Condition 20.1, UTG’s total aggregate liability to the Consultant in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the Contract shall in no event exceed the total sum of the Fee.

20.5 Subject to Condition 20.1, in no event shall either party be liable to the other for any:

(a) loss of profits;

(b) loss of business;

(c) loss of revenue;

(d) loss of or damage to goodwill;

(e) loss of savings (whether anticipated or otherwise); and/or

(f) indirect or consequential loss or damage.

20.6 UTG may, amongst other things, recover as a direct loss:

(a) any additional operational and/or administrative expenses arising from the Consultant's Default;

(b) any wasted expenditure or charges rendered unnecessary and/or incurred by UTG arising from the Consultant's Default; and

(c) the additional cost of procuring replacement services for the remainder of the Contract Period following termination of the Contract as a result of a Default by the Consultant.

20.7 Nothing in the Contract shall impose any liability on UTG in respect of any liability incurred by the Consultant to any other person, but this shall not be taken to exclude or limit any liability of UTG to the Consultant that may arise by virtue of either a breach of the Contract or by negligence on the part of UTG, or UTG's employees, servants or agents.

20.8 The parties expressly agree that UTG shall be entitled to an order for specific performance to enforce any provision hereunder.

20.9 The Consultant shall effect and maintain insurance necessary to cover its liabilities under the Contract and, where the Consultant is permitted to sub-contract any part of the Contract, it shall procure that any such sub-contractor effects and maintains insurance to cover its liabilities under the sub-contract.

20.10 Where in compliance with Condition 20.8 the Consultant effects, or is to procure that a sub-consultant effects, insurance, the requisite insurance shall cover liabilities under the Contract, or sub-contract as the case may be, from the commencement of the Services, or the Services under the sub-contract as the case may be, until 6 years after:

(a) the completion of the Services; or

(b) the termination of the Contract whichever is the earlier.

**21. PREVENTION OF BRIBERY AND CORRUPTION**

21.1 The Consultant:

(a) shall not, and shall procure that any member of its staff or sub-contractor shall not, in connection with this Contract commit a Prohibited Act;

(b) warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by UTG, or that an agreement has been reached to that effect, in connection with the execution of this Contract, excluding any arrangement of which full details have been disclosed in writing to UTG before execution of this Contract.

21.2 The Consultant shall have an anti-bribery policy (which shall be disclosed to UTG) to prevent any member of its staff or sub-contractor from committing a Prohibited Act and shall enforce it where appropriate.

21.3 If any breach of Condition 21.1 is suspected or known, the Consultant must notify UTG immediately.

21.4 UTG may terminate this Contract by written notice with immediate effect and recover from the Consultant the amount of any loss resulting from such termination, if the Consultant or any of its employees or sub-contractors (in all cases whether or not acting with the Consultant's knowledge) breaches Condition 21.1.

**22. SUB-LETTING AND ASSIGNMENT**

22.1 The Consultant shall not sub-let the Contract or any part thereof without the prior written consent of UTG.

22.2 Where UTG does give consent to the Consultant to use sub-contractors, the Consultant agrees that it remains liable for the performance of the Contract in its entirety and the sub-letting on the part of the Consultant shall not operate to relieve the Consultant in any respect from its liability to UTG for the due performance of the Contract and the Consultant will still be treated as personally executing it. Failure or neglect on the part of sub-contractor shall be deemed to be failure or neglect on the part of the Consultant.

22.3 The Consultant shall not transfer or assign directly or indirectly to any person or persons whatsoever the Contract or part thereof, without the prior written consent of UTG.

**23. POWER OF SET-OFF**

23.1 UTG shall have the power to set off any sums due from the Consultant to UTG against any sums due from UTG to the Consultant under the Contract.

**24. AUDIT**

24.1 UTG reserves the right to reasonably request and the Consultant hereby agrees to supply, any receipts or invoices from the Consultant’s sub-contractors as UTG may specify. UTG and its duly appointed agents shall have full audit rights of all documents produced wholly or partly for the purpose of this Contract including the right to inspect documents and to take copies.

**25. NOTICES**

25.1 All notices required by or relating to the Contract shall be in writing and shall be sent to the parties at their address specified in the Contract Documents or such other address as may be notified in writing.

25.2 All notices shall be deemed duly given on the day following the date of posting or if sent by fax or email, immediately when the notice is transmitted.

**26. NO PARTNERSHIP, JOINT VENTURE OR AGENCY**

26.1 Nothing in the Contract shall create any partnership, joint venture or relationship of principal or agent between UTG and the Consultant.

**27. DATA PROTECTION AND FREEDOM OF INFORMATION**

27.1 The Consultant shall comply with the Data Protection Appendix attached as Schedule 4 to this Contract, and indemnify UTG against any claims for loss or damage or otherwise brought against UTG and any cost and expenses in relation to a breach of the Data Protection Legislation (including but not limited to the Data Protection Act 2018 and the General Data Protection Regulations) caused as a result of the misuse by the Consultant, whether negligently or otherwise, of personal information obtained under this Contract.

27.2 The Consultant acknowledges that UTG is subject to the provisions of the Freedom of Information Act 2000 and that any information obtained by UTG in respect of this Contract may need to be disclosed to third parties under the provisions of such legislation.

27.3 The Consultant shall assist UTG in meeting any reasonable requests for information which are made to it in connection with the Freedom of Information Act 2000 or any other similar guidelines, codes of practice, or legislation which arise in connection with this Contract.

**28. WAIVER**

28.1 The failure by UTG to enforce at any time or for any period any one or more Conditions of this Contract shall not be a waiver of them or of the right at any time subsequently to enforce all Conditions the Contract.

**29. SEVERANCE**

29.1 If any provision of the Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of the Contract shall continue in full force and effect as if the Contract had been executed with the invalid, illegal or unenforceable provision eliminated. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the Contract, UTG and the Consultant shall immediately commence negotiations in good faith to remedy the invalidity.

**30. THIRD PARTY RIGHTS**

30.1 For the purpose of section 2(2) of the Contracts (Rights of Third Parties) Act 1999, the parties state that they do not intend any Condition of this Contract to be enforced by third parties, but any third party right which exists or is available independently of that Act is preserved.

**31. NON DISCRIMINATION**

31.1 The Consultant shall not unlawfully discriminate either directly or indirectly or by way of victimisation or harassment against any person on the grounds of race (colour, nationality, or ethnic or national origin), sex, religion or belief, disability, sexual orientation, age or any other protected characteristic contained in the Equalities Act 2010.

31.2 The Consultant shall take all reasonable steps to secure the observance of Condition 31.1 by all servants, employees or agents of the Consultant and all sub-contractors employed in the provision of the Goods. Where any employee or sub-contractor employed by the Consultant is required to carry out any activity on or alongside UTG’s employees on any other premises the Consultant shall ensure that each such employee and sub-contractor complies with UTG’s employment policies and codes of practice relating to discrimination and equal opportunities or any other policies that UTG may notify to the Consultant from time to time.

**32. LAW**

32.1 The Contract shall be governed by and interpreted in accordance with English Law and shall be subject to the jurisdiction of the Courts of England and Wales.