

**ID 1031985 – GAU/ NICS HR – CLASSIFIED AND RECRUITMENT ADVERTISING PLACEMENT SERVICE FOR THE NORTHERN IRELAND PUBLIC SECTOR FRAMEWORK AGREEMENT**

**Supplementary Standard Conditions of Contract for Services**

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| **Clause No** | **Clause Range eg 53.2-53.7** | **Clause Name** |
| **3.2** | 3.2 | Initial Contract Period |
| **18** | 18.4 – 18.10 | Indemnity |
| **62** | 62.1 – 62.4 | Break |
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**Definitions relating to clauses above**

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| ‘Contract Period’ | Means the period from the Commencement Date to:1. The end of the Initial Contract Period; or
2. The end of any contract extension if the Client elects to extend the Initial Contract Period; or
3. Such earlier date of termination or partial termination of the Contract in accordance with the Law or the provisions of the Contract.
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**Additional clauses not in standard Conditions of Contract**

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## **3.0 Initial Contract Period**

3.2 It is anticipated that this Contract Framework will commence on 1 September 2017 for a duration of 1 year. The Client may at any time before the completion of the Contract Period invite the Contractor to agree to extend for any period up to and including 36 months commencing from the termination date of the original Contract Period.

**18.0 Indemnity**

18.4 Subject always to clause 18.1, the liability of either Party for Defaults shall be subject to the following financial limits:

i. the aggregate liability of either Party for all Defaults resulting in direct loss of or damage to the property of the other under or in connection with this Contract shall in no event exceed one million pounds (£1,000,000); and

ii. the annual aggregate liability under this Contract of either Party for all Defaults (other than a Default governed by clause 18.4(i) shall in no event exceed the greater of one hundred per cent (100%) of the Contract Price paid or payable by the Client to the Contractor in the year in which the liability arises].

18.5 Subject always to clause 18.1, in no event shall either Party be liable to the other for any:

i. loss of profits, business, revenue or goodwill; and/or

ii. indirect or consequential loss or damage.

18.6 The provisions of clause 18.5 will not limit the Client’s right to recover for;

i. additional operational, administrative costs and/or expenses resulting from the direct Default of the Contractor;

ii. wasted expenditure or charges rendered unnecessary and incurred by the Client arising from a Default by the Contractor;

iii. additional cost of procuring replacement services for the remainder of the term of the Contract;

iv. additional costs to maintain the Services arising from a Default by the Contractor; and

v. anticipated savings.

18.7 The Contractor shall effect and maintain with a reputable company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Contractor, arising out of the Contractor’s performance of its obligations under the Contract, including death or personal injury, loss of or damage to property or any other loss. Such insurance shall be maintained for the duration of the Contract Period and for a minimum of 6 (six) years following the expiration or earlier termination of the Contract. [Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Contractor.]

18.8 The Contractor shall hold employer’s liability insurance in respect of Staff in accordance with any legal requirement from time to time in force.

18.9 If, for whatever reason, the Contractor fails to give effect to and maintain the insurances required by the provisions of this Contract the Client may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Contractor.

18.10 The provisions of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under the Contract. It shall be the responsibility of the Contractor to determine the amount of insurance cover that will be adequate to enable the Contractor to satisfy any liability referred to in clause 18.2.

**62.0 Break**

* 1. The Client shall have the right to terminate the Contract in all or part at any time by giving **3** Months’ written notice to the Contractor.

62.2 Subject to clause 62, where the Client terminates this Contract under clause 62 (Break), the Client shall indemnify the Contractor against any commitments, liabilities or expenditure which represent an unavoidable direct loss to the Contractor by reason of the termination of this Contract, provided that the Contractor takes all reasonable steps to mitigate such loss. Where the Contractor holds insurance, the Client shall only indemnify the Contractor for those unavoidable direct costs that are not covered by the insurance available. The Contractor shall submit a fully itemised and costed list of unavoidable direct loss which it is seeking to recover from the Client, with supporting evidence, of losses reasonably and actually incurred by the Contractor as a result of termination under clause 62 (Break).

62.3 The Client shall not be liable under clause 62 to pay any sum which:

i. was claimable under insurance held by the Contractor, and the Contractor has failed to make a claim on its insurance, or has failed to make a claim in accordance with the procedural requirements of the insurance policy;

ii. when added to any sums paid or due to the Contractor under this Contract, exceeds the total sum that would have been payable to the Contractor if this Contract had not been terminated prior to the expiry of the Contract Period; or

iii. is a claim by the Contractor for loss of profit, due to early termination of this Contract.

62.4 Save as otherwise expressly provided in this Contract:

i. termination or expiry of this Contract shall be without prejudice to any rights, remedies or obligations accrued under this Contract prior to termination or expiration and nothing in this Contract shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry; and

ii. termination of this Contract shall not affect the continuing rights, remedies or obligations of the Client or the Contractor under clauses 9.0 (Payment), 12.0 (Recovery of Sums Due), 18.0 (Liability, Indemnity and Insurance), 18.11 (Professional Indemnity), 19.0 (Intellectual Property Rights), 23.0 (Consequences of Termination/Expiry), 32.0 (Data Protection Act), 33.0 (Bribery Act 2010), 34.0 (Confidentiality), 35.0 (Official Secrets Acts 1911 to 1989, Section 182 of the Finance Act 1989), 36.0 (Freedom of Information), 40.0 (Audit), 46.0 (Remedies Cumulative), and 50.0 (Governing Law and Jurisdiction).