|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  | | |  |
|  | **Manchester Central Convention Complex Limited**  **- and -**  TBC | | | **(1)**  **(2)** |
|  |  | **Terms and Conditions** |  |  |

# Contents

**Clause Page**

[1 Interpretation 1](#_Toc26459392)

[2 Services 4](#_Toc26459393)

[3 Service Provider Obligations 5](#_Toc26459394)

[4 Manchester Central’s Rights 7](#_Toc26459395)

[5 Existing employees (TUPE) 9](#_Toc26459396)

[6 Use of premises and IT systems 11](#_Toc26459397)

[7 Service charges and payments 13](#_Toc26459398)

[8 Price reviews 16](#_Toc26459399)

[9 Services quality and monitoring 16](#_Toc26459400)

[10 Change control 18](#_Toc26459401)

[11 Co-operation between the parties 19](#_Toc26459402)

[12 Dispute resolution procedure 19](#_Toc26459403)

[13 Assignments and subcontracting 20](#_Toc26459404)

[14 Confidentiality 21](#_Toc26459405)

[15 Data Protection 21](#_Toc26459406)

[16 Compliance with relevant law 22](#_Toc26459407)

[17 Health and Safety 23](#_Toc26459408)

[18 Waste Management 24](#_Toc26459409)

[19 Anti-bribery 24](#_Toc26459410)

[20 Indemnity 25](#_Toc26459411)

[21 Insurance policies 26](#_Toc26459412)

[22 Limitation of liability 26](#_Toc26459413)

[23 Term of this agreement 27](#_Toc26459414)

[24 Force majeure 27](#_Toc26459415)

[25 Termination for cause 27](#_Toc26459416)

[26 Termination without cause 28](#_Toc26459417)

[27 Consequences of termination 28](#_Toc26459418)

[28 Waiver 29](#_Toc26459419)

[29 Cumulation of remedies 29](#_Toc26459420)

[30 Severability 29](#_Toc26459421)

[31 Variation 29](#_Toc26459422)

[32 Partnership, agency and tenancy 29](#_Toc26459423)

[33 Rights of set-off 30](#_Toc26459424)

[34 Currency 30](#_Toc26459425)

[35 Third party rights 30](#_Toc26459426)

[36 Notices 30](#_Toc26459427)

[37 Entire agreement 30](#_Toc26459428)

[38 Announcements and publicity 31](#_Toc26459429)

[39 Governing law and jurisdiction 31](#_Toc26459430)

[40 Counterparts 31](#_Toc26459431)

**Schedule**

[Schedule 1 (Services) 32](#_Toc26459432)

[Schedule 2 (Service Charges) 42](#_Toc26459433)

[Schedule 3 (Target Service Levels) 44](#_Toc26459434)

[Schedule 4 (Contract Management) 46](#_Toc26459435)

[Schedule 5 (Policies & Appendices) 49](#_Toc26459436)

[Schedule 6 (Exit Management Plan) 50](#_Toc26459437)

**THIS AGREEMENT** is dated XXXXX

**PARTIES**

**Manchester Central Convention Complex Limited**, incorporated and registered in England and Wales with company number 00953285 whose registered office is at Windmill Street, Petersfield, Manchester, M2 3GX (**Manchester Central**)

[Supplier Name], incorporated and registered in England and Wales with company number XXXX registered office is at XXXX (**Service Provider**).

**BACKGROUND**

1. Manchester Central is the owner and operator of an events and exhibitions complex which provides facilities to third parties for the holding of events, conferences and exhibitions.
2. The Service Provider is a provider of Event Security and Stewarding Services.
3. Manchester Central wishes to receive from the Service Provider the Services (as defined below) and the Service Provider hereby agrees to provide the Services
4. on the terms and conditions of this agreement Including the Tender Response Document and exception note.

**AGREED TERMS**

1. Interpretation
   1. In this Agreement (which expression includes the recitals, the schedules and any attachments hereto) the following words and phrases shall, unless the context otherwise requires, have the following meanings:

Achieved Service Levels**:** in any measurement period means the standard of performance actually achieved by the Service Provider in the provision of the Services, in the measurement period in question, calculated in accordance with Schedule 3 (Target Service Levels).

Business Day: a day that is not a Saturday, Sunday or public or bank holiday in England and/or Wales.

Change Control Procedure**:** the procedure set out in clause 10.

Commencement Date: the date from which the Service Provider will commence provision of the Services, being 01st August 2024.

Contract Director: means Manchester Central’s Contract Director as appointed by Manchester Central from time to time, the first Contract Director being that set out in Schedule 4 (Contract Management).

Contract Manager: means Manchester Central’s Contract Manager appointed pursuant to clause 11.2, the first Contract Manager being the individual named in Schedule 4 (Contract Management).

**Cancellation Charges: If more than 24 hours’ notice is given, no charge applies, less than 24 hours’ notice a charge may apply.**

Dispute Resolution Procedure**:** the procedure set out in clause 12.

End Date: 31st July 2027or such other date of termination or expiry, if the Agreement is terminated early in accordance with its terms.

Exit Management Plan**:** the plan set out in Schedule 6 (Exit Management Plan).

Higher Management Meetings: means the meetings held every quarter pursuant to clause 9.10 and described in more detail in Schedule 4 (Contract Management).

Higher Management Meeting Reports**:** the reports to be prepared and presented by the Service Provider in accordance with clause 9.11 and Schedule 4 (Contract Management) to include a comparison of Achieved Service Levels with Target Service Levels in the measurement period in question and measures to be taken to remedy any deficiency in Achieved Service Levels and containing such other information as Manchester Central shall reasonably specify from time to time to enable the performance of the Services to be monitored.

Management Reports: means the Higher Management Meeting Reports and the Routine Management Meeting Reports.

Manchester Central Equipment: all (if any) equipment and other materials belonging to Manchester Central that is available for use by the Service Provider for the sole purpose of providing the Service.

Month**:** a calendar month.

New Service Provider**:** has the meaning set out in paragraph 6 of Schedule 6 (Exit Management Plan).

Office: means such office space at the Venue as is made available by Manchester Central for use by the Service Provider in accordance with clause 6.1(f), which at the Commencement Date is as shown on the plan attached at Appendix 1.

Operations Director means the Service Provider’s Operations Director, as appointed by Manchester Central from time to time, the first Operations Director being that set out in Schedule 5 (Contract Management).

Operations Manager means the Service Provider’s operations manager appointed pursuant to clause 11.1, the first Operations Manager being the individual named in Schedule 4 (Contract Management).

Personnel: all employees, staff, other workers, agents and consultants of the Service Provider and of any sub-contractors who are engaged in the provision of the Services from time to time.

Quarter: means any period of three months (or shorter period) ending [31st March 30th June 30th September and 31st December] during the term of this Agreement, or part of such period up to the date of expiry or termination of this Agreement.

Routine Management Meetings: means the meetings held every month pursuant to clause 9.8 and described in more detail in Schedule 4 (Contract Management).

Routine Management Meeting Reports: means the reports to be prepared and presented by the Service Provider in accordance with clause 9.9 and Schedule 4 (Contract Management) to include a comparison of Achieved Service Levels with Target Service Levels in the measurement period in question and measures to be taken to remedy any deficiency in Achieved Service Levels and containing such other information that Manchester Central shall reasonably specify from time to time to enable the performance of the Services to be monitored.

Service Charges**:** the charges levied by the Service Provider in accordance with the tariffs, scales, charges, invoicing methods and terms of payment set out in this Agreement and Schedule 2 (Service Charges).

Service Provider Equipment: any equipment provided by the Service Provider or its subcontractors and directly or indirectly in supply of the Services including:

* + 1. the equipment to be provided by the Service Provider pursuant to clause 3.4 of this Agreement; and
    2. any replacement equipment for such equipment from time to time.

The Service Provider Equipment shall as a minimum requirement include the following:

* + 1. any equipment, including specialist equipment, required (in addition to the Manchester Central Equipment) to fulfil the requirements of this Agreement;
    2. all other sundry supplies and disposables needed for the provisions of the Services.

Services: the Event Security and Stewarding Services described in Schedule 1 (Services) together with any ancillary Services to be provided by the Service Provider to Manchester Central in accordance with the provisions of this Agreement so as to meet the target performance standards set out in the Schedule 3 (Target Service Levels) (as varied from time to time).

**Tender Response Document: Documents as agreed within the submitted ITT (invitation to tender) Appendix 2 and exception notes**

Target Service Levels**:** the target performance standards set out in Schedule 3 (Target Service Levels) in accordance with which the Service Provider is to provide the Services.

VAT**:** value added tax.

Venue: means Manchester Central’s events and exhibition complex at Windmill Street, Petersfield, Manchester, M2 3GX including the areas accessible to the public (including the offices, toilets, kitchens, reception and communal areas), the Designated Areas and the Office, as shown on the plan attached at Appendix 1.

**Working Areas**: areas throughout the Venue as shown on the plan attached at Appendix 1.

Year**:** any successive period of 12 calendar months measured from the Commencement Date or any anniversary of the Commencement Date.

* 1. The headings in this Agreement do not affect its interpretation. Save where the context otherwise requires, references to sub-clauses, clauses and schedules are to sub-clauses, clauses and schedules of this Agreement.
  2. Unless the context otherwise requires:
     1. references to Manchester Central and the Service Provider include their permitted successors and assigns;
     2. references to statutory provisions include those statutory provisions as amended or re-enacted; and
     3. references to any gender include all genders and use of the singular includes the plural and vice versa.
  3. In the case of conflict or ambiguity between any provision contained in the body of this Agreement and any provision contained in any schedule, the provision in the body of this Agreement shall take precedence.
  4. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
  5. Any words following the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1. Services
   1. Supply of Services

The Service Provider will provide the Services to Manchester Central with effect from the Commencement Date and for the duration of this Agreement in accordance with the provisions of this Agreement.

* 1. Service Levels
     1. Where any Service is stated in Schedule 3 (Target Service Levels) to be subject to a specific Target Service Level, the Service Provider shall provide that Service in such a manner as will ensure that the Achieved Service Level in respect of that Service is equal to or higher than such Target Service Level.
     2. As existing Services are varied and new Services are added, Target Service Levels for the same will be determined and included within Schedule 3 (Target Service Levels).
     3. The Service Provider shall maintain records of the Service Levels achieved and shall summarise the Achieved Service Levels in the Management Reports as provided for in clauses 9.9 and 9.11.

1. Service Provider Obligations
   1. Skill and care

Without prejudice to clause 2.2, the Service Provider will provide the Services from the Commencement Date with reasonable skill and care and in accordance with the best practice prevailing in the security and stewardingindustry from time to time.

* 1. Personnel

In the provision of the Services, the Service Provider shall:

* + 1. use Personnel who possess a degree of skill, training and experience which is appropriate to the tasks to which they are allotted and the Target Service Levels which they are required to achieve and who shall perform those tasks in a workmanlike and professional manner;
    2. ensure that there is an adequate number of Personnel to provide the Services in accordance with the terms of this Agreement. The Service Provider shall not use any more Personnel at any one time to perform the Services than is reasonably necessary to provide the Services to the standard required by this Agreement;
    3. ensure that only those persons who are authorised by the Service Provider are involved in providing the Services, and shall ensure that the Service Provider has obtained appropriate clearance (as may be determined by Manchester Central from time to time) from the Disclosure and Barring Service in respect of all such Personnel;
    4. ensure that its Personnel:
       1. only access those areas of Manchester Central’s premises which are reasonably required for the purpose of providing the Services;
       2. do not use Manchester Central’s premises for any purpose other than providing the Services;
       3. comply with all relevant applicable legislation including but not limited to all statutory requirements relating to health and safety at work;
       4. are aware of and are instructed and supervised in relation to fire risks and fire precautions;
       5. are aware of, instructed and supervised in relation to the need to recognise situations which may involve any actual or potential danger of personal injury to any person at the Venue, and forthwith report such situations to the Contract Manager;
       6. are aware of, instructed and supervised in relation to the need to keep the interiors of the Working Areas, the Office and all furnishings, fittings and decorations therein in a clean and tidy state and in a timely fashion to remove all rubbish from such areas;
  1. Manchester Central-specific standards

In the provision of the Services:

* + 1. the Service Provider will comply (and will procure that its Personnel comply), to the extent that such are relevant, with Manchester Central’s policies, rules, procedures and standards set out in Schedule 5 (Policies) and all other policies, rules, procedures and standards of Manchester Central which apply to persons permitted access to Manchester Central's premises, in each case as the same are in force from time to time and are notified to the Service Provider;
    2. overnight working is a requirement for the provision of Services. Where possible and subject to the nature of the event, overnight security and stewarding services will be specified by Manchester Central as a requirement to provide a better service for Manchester Central’s clients;
    3. the Operations Manager will liaise with the Contract Manager to agree times when the Services can be carried out without interfering with any events at the Venue and the Service Provider’s provision of the Services shall not interfere with any such events;
    4. the Service Provider shall provide training for its staff engaged in the performance of the Services in all areas relevant to the provision of the Services, including health and safety. The Service Provider will provide further staff training in response to any changes in regulations impacting upon the provision of the Services;
    5. the Service Provider shall, on or before the Commencement Date, provide Manchester Central with a business continuity plan detailing how the Service Provider proposes to deliver the Services in the event of an unplanned event or circumstances impacting upon the provision of the Services. The Contractor shall regularly (and in any event no less than once a year) review the business continuity plan and provide Manchester Central with any updated version; and
    6. use reasonable endeavours to monitor customer satisfaction (where possible) regarding the Services and to suggest to Manchester Central suitable and reasonable enhancements to the Services which, to the Service Provider’s opinion, will be in the best interests of both parties.
  1. Equipment
     1. The Service Provider shall provide the Service Provider Equipment to the standard, quality, condition and quantity as would reasonably be expected to be used by a professional and experienced provider of services of a nature similar to the Services in providing the Services and of at least the same standard, quantity, quality and condition as equipment used in competitor venues unless otherwise agreed in writing by the Contract Manager.
     2. The Service Provider shall provide Manchester Central with an accurate inventory of any equipment purchased to ensure compliance with clause 3.4(a) as soon as reasonably practicable after it has been purchased and will ensure that Manchester Central has an accurate inventory of all the Service Provider Equipment at all times.
     3. The Service Provider shall not take away any of the Manchester Central Equipment from the Venue without prior agreement of the Contract Manager.
     4. The Service Provider having inspected and agreed the condition of the equipment is solely responsible for the maintenance, repair and replacement of the Manchester Central Equipment during the duration of this Agreement.
     5. The Service Provider will be required at the expiry of this Agreement to deliver to Manchester Central the Manchester Central Equipment and any equipment purchased to replace the Manchester Central Equipment in the condition it was in on the Commencement Date, subject to fair wear and tear and title to such shall at all times remain with Manchester Central.
     6. The Service Provider will be responsible for all costs associated with this clause 3.4.

1. Manchester Central’s Rights
   1. Step-in rights
      1. If the Service Provider (in the reasonable opinion of Manchester Central) is in breach of this Agreement and such breach will lead to the Services (or any part of them) being delayed then, without prejudice to any other remedy it may have, Manchester Central shall notify, verbally (via the Operations Manager) and in writing, the Service Provider of its intention to exercise its rights under clause 4.1(b) if the Service Provider has not demonstrated to Manchester Central’s reasonable satisfaction that the Services (or any part of such) shall not be delayed.
      2. In the event that the Service Provider has failed to demonstrate to Manchester Central’s reasonable satisfaction that the Services (or any part of them) will not be delayed following twenty four (24) hours from the receipt of the oral notice referred to in clause 4.1(a) by the Operations Manager, then Manchester Central reserves the right to bring in staff or otherwise procure the provision of the Services or such other obligation (where appropriate) from a third party on the best terms reasonably available to Manchester Central having regard to the time available and, to the extent that such failure results from a breach or negligence on the part of the Service Provider, to recover the properly evidenced net cost of doing so from the Service Provider, and to achieve this end the Service Provider shall procure the grant of a licence, if necessary, to use such of the Service Provider Equipment as is necessary.
      3. In the event that the Service Provider cannot provide a certain level of security cover or the correct level of resource for specific ‘Special events’ Manchester Central reserves the right to appoint another provider.
      4. If Manchester Central wishes to exercise its right to step-in and perform or procure performance of the Services pursuant to clause 4.1(b) then it shall promptly notify the Service Provider in writing of the following:
         1. the action it wishes to take;
         2. the reason for such action;
         3. the date it wishes to commence such action; and
         4. the time period which it reasonably believes will be necessary for such action.
      5. Manchester Central agrees that exercise of any step-in pursuant to clause 4.1(b) shall only be for the duration of time necessary to ensure that the Services (or any part of them) are not delayed.
   2. Removal of Personnel
      1. The Contract Manager shall be entitled to require the Service Provider, by notice in writing, to immediately remove from the provision of the Services any Personnel who in the reasonable opinion of Manchester Central:
         1. is in breach or has failed to comply with Manchester Central’s health and safety policy, rules or procedures or any statutory requirement concerning health and safety;
         2. is in breach or has failed to comply with any of Manchester Central’s policies, rules or procedures or who otherwise presents a security threat or risk; or
         3. is guilty of conduct amounting to gross misconduct or gross negligence.
      2. The Contract Manager shall be entitled to require the Service Provider, by notice in writing, to remove as soon as reasonably practicable from the provision of the Services any Personnel who in the reasonable opinion of Manchester Central:
         1. has failed to carry out their duties with reasonable skill or care;
         2. has failed to comply with the provisions or satisfy the standards set out in clause 3.2(d) above; or
         3. is unsuitable or unable to carry out the Services for whatsoever reason.
      3. Allowing that Manchester Central has acted legally and responsibly then Manchester Central shall not be liable either to the Service Provider or any Personnel in respect of any liability, loss or damage arising out of the removal of any Personnel pursuant to clause 4.2 or clause 16.1 and the Service Provider shall fully indemnify Manchester Central against all and any liabilities suffered by Manchester Central arising out of or in connection with any action taken under clause 4.2 or clause 16.1.
2. Existing employees (TUPE)
   1. In this clause 5, the following words and phrases shall, unless the context otherwise requires, have the following meanings:

**Claims:** any legal action or claim brought by any of the Existing Employees in relation to:

* + 1. any refusal by the Service Provider to accept the transfer of any of the Existing Employees into its employment upon the Commencement Date; and/or
    2. the termination whether before or after the Commencement Date by the Service Provider of the employment of any of the Existing Employees in breach of the Employment Regulations; and/or
    3. any failure by the Service Provider to comply with its obligations pursuant to the Employment Regulations or the employment contract of any of the Existing Employees; and/or
    4. any allegation that the transfer of any of the Existing Employees to the Service Provider on the Commencement Date involved or would involve a substantial change in working conditions to the material detriment of any of the Existing Employees entitling the employee to treat his or her contract of employment as having been terminated, whether or not the claim arises prior to or after the Commencement Date; and/or
    5. anything done or omitted to be done in respect of any of the Existing Employees which is deemed to have been done by the Service Provider by virtue of the Employment Regulations.

**Employment Regulations:** the Transfer of Undertakings (Protection of Employment) Regulations 2006.

**Existing Contractors: Carlisle Security Services Ltd Existing Employees:** those employees employed by the Existing Contractors whose contracts of employment will be transferred to the Service Provider pursuant to the Employment Regulations on the Commencement Date and who are listed in Appendix 3 (final bidder stage information) of this Agreement.

* 1. Manchester Central and the Service Provider believe that at the Commencement Date, pursuant to the Employment Regulations, the Service Provider will become the employer of the Existing Employees.
  2. Manchester Central shall indemnify the Service Provider against each and every liability which relates to or arises out of any act or omission by Manchester Central or Existing Contractors which the Service Provider may incur in relation to the contract of employment of, or any collective agreement concerning, the Existing Employees including without limitation any such matter relating to or arising out of:
     + 1. Manchester Central or the Existing Contractors’ failure to perform and discharge any legal obligation in relation to the Existing Employees;
       2. any act or omission in relation to the Existing Employees by Manchester Central or the Existing Contractors on or before the Commencement Date;
       3. all and any claims in respect of all emoluments and outgoings in relation to the Existing Employees (including without limitation all wages, bonuses, PAYE, National Insurance contributions, pension contributions and otherwise) payable in respect of any period on or before the Commencement Date;
       4. any claim arising out of the provision of, or proposal by Manchester Central or the Existing Contractors to offer any change to any benefit, term or condition or working condition of any Existing Employees arising on or before the Commencement Date;
       5. any claim made by or in respect of any person employed or formerly employed by Manchester Central, other than an Existing Employee, for which it is held that the Service Provider is liable by virtue of this Agreement and/or the Employment Regulations;
       6. any act or omission of Manchester Central in relation to its obligations under Regulation 11 of the Employment Regulations in relation to the Existing Employees, or in respect of an award of compensation under Regulation 12 of the Employment Regulations in relation to the Existing Employees except to the extent that the liability arises from the Service Provider’s failure to comply with Regulation 11 of the Employment Regulations; and
       7. any statement communicated to or action done by Manchester Central in respect of any Existing Employees on or before the Commencement Date regarding the transfer of Existing Employees to a new employer which has not been agreed in advance with the Service Provider in writing.
  3. The Service Provider shall indemnify Manchester Central in full for and against all compensation, costs, expenses or liabilities arising from the Service Providers acts and omissions incurred or suffered by Manchester Central including without limitation all legal expenses and other professional fees together with any VAT thereon in relation to any Claims.
  4. The Service Provider shall procure that its employees, agents and successors in title shall promptly, both in respect of Manchester Central and the Existing Contractor:
     1. take such action in connection with the Claims as Manchester Central shall from time to time reasonably request;
     2. provide free of charge all such assistance and information as Manchester Central may reasonably request relating to any Claims;
     3. subject to any restriction imposed by law provide Manchester Central, its legal and other advisers with access to all documents, records or other information held by the Service Provider relating to any Claims;
     4. provide Manchester Central and/or its professional advisers and experts with access from time to time to such members of staff as may be necessary to assist Manchester Central with the preparation of its case in relation to any Claims;
     5. permit and require such employees as Manchester Central and/or its professional advisers may reasonably request to meet with Manchester Central and/or its legal advisers in normal working hours to prepare witness statements for trial, attend meetings with Counsel or experts and/or to attend any court hearing or trial in connection with the Claims for so long and as frequently as Manchester Central and/or its legal or other professional advisers may reasonably require;
     6. provide such other assistance as Manchester Central may reasonably request in order to defend the Claims;
     7. preserve and not waive legal professional privilege or any other privilege attaching to any of the documents or other information relating to the Claims without first obtaining Manchester Central’s consent to such waiver, such consent not to be unreasonably withheld.

1. Use of premises and IT systems
   1. Premises
      1. Manchester Central will allow to persons duly authorised by the Service Provider such access to the Venue as is reasonably required for the purpose of providing the Services. Authorisation procedures will be agreed between Manchester Central and the Service Provider from time to time. The Service Provider shall use such rights of access for the purpose of providing the Services only. The Service Provider's right of access will terminate upon termination of this Agreement.
      2. Access to the Venue will be subject to the Service Provider's compliance with the policies referred to in clause 3.3 and Manchester Central reserves the right to exclude any person from the Venue in the event of an actual or threatened breach of such policies.
      3. To the extent permitted by law, Manchester Central hereby excludes any liability for any injury to persons entering the Venue with the Service Provider's authorisation or for any loss or damage caused to property brought onto Manchester Central’s premises by the Service Provider or such persons.
      4. The Service Provider hereby indemnifies Manchester Central against all and any damage to the Venue and its contents caused either by employees, representatives or agents of the Service Provider entering the Venue with the Service Provider's authorisation. Furthermore, the Service Provider indemnifies Manchester Central against all and any damage to the Venue and its contents caused by any other persons entering the Venue as a result of a negligent act or omission by the Service Provider’s employees, representatives or agents.
      5. Manchester Central shall for the duration of this Agreement provide the Service Provider with access to and use of the Designated Areas for use only as storage areas in relation to provision of the Services. The Service Provider’s right of access and use will terminate upon termination of this Agreement and the Service Provider shall immediately remove any of its equipment from the Designated Areas.
      6. Manchester Central shall for the duration of this Agreement provide the Service Provider with access to and use of the Office for use only as office facilities in relation to provision of the Services. The Office may be shared with other occupiers of the Venue and its location shall be as designated from time to time by Manchester Central. This Office shall include a workstation, lighting, electricity, a telephone line and access to Manchester Central’s internet network but, subject to clause 6.2, the Service Provider shall provide its own office equipment. The Service Provider’s right of access and use will terminate upon termination of this Agreement and the Service Provider shall immediately remove any of its equipment from the Office.
   2. IT Systems
      1. Manchester Central authorises the Service Provider to have access, on request, to Manchester Central’s event management system but only to the extent necessary for the performance of the Services.
      2. The Service Provider will use all reasonable endeavours to make sure that no data is corrupted or lost, including that nothing is done by its employees or staff which contaminates, corrupts, impairs or adversely affects any of Manchester Central’s information networks, computer and information systems and computer data.
      3. Manchester Central may require that any member of the Service Provider’s staff be restricted from access to Manchester Central’s data and the Service Provider will so restrict such employee at no additional cost to Manchester Central if reasonably required by Manchester Central.
      4. If Manchester Central’s data is corrupted or lost, Manchester Central may, in addition to any other rights and remedies it may have, restore or procure the restoration of the data and recover its reasonable costs of so doing from the Service Provider.
      5. All documents, manuals, hardware and software provided by Manchester Central for the Service Provider’s use, and any data or documents (including copies) produced, maintained or stored on Manchester Central’s computer systems or other electronic equipment, remain the property of Manchester Central.
   3. Venue Security
      1. The Service Provider shall and shall ensure that its employees, subcontractors and agents comply with all of Manchester Central’s security arrangements notified to the Service Provider and that relate to the security of the Venue from time to time.
      2. Manchester Central reserves the right to install CCTV in the Venue including in the Working Areas and the Office as it sees fit.
      3. The Service Provider shall comply with Manchester Central’s security regulations, as notified to the Service Provider, including any made for the purpose of the Data Protection Act 1998.
      4. Manchester Central shall provide the Service Provider with access keys / fobs for all permanent employees who shall at any time have access to the Working Areas and Welfare Facilities, Office or any other part of the Venue as advised by the Service Provider.
      5. The Service Provider shall issue to any of its casual employees or freelancers who shall at any time have access to the Working Areas, Office or any other part of the Venue as advised from time to time by the Contract Manager, temporary access keys / fobs. Such passes shall be returned to Manchester Central’s control room operator at the end of each day and the Service Provider shall not and shall procure that its casual employees and freelancers shall not, remove or allow the removal of any such passes from the Venue.
      6. The Service Provider will be responsible for the safekeeping of any keys, passes and other means of access provided to the Service Provider by Manchester Central and shall only permit such keys, passes and other means of access to be given to those of the Service Provider’s employees whose names have been supplied to Manchester Central and then only to the extent required for purposes associated with this Agreement. In addition, the Service Provider shall ensure that the Contract Manager is informed immediately of the loss of any keys, passes or other means of access and shall reimburse to Manchester Central any cost of replacement.
      7. The Service Provider shall inform Manchester Central of the names of all employees holding keys to the Office, the Designated Areas or any other part of the Venue.
      8. All Personnel will sign in and sign out of the Venue via the Watson Street Crew Centre Entrance unless notified otherwise from time to time by the Contract Manager.
      9. The Service Provider will be responsible for the locking up and security of all doors used in the performance of the Services in accordance with the terms of this Agreement.
2. Service charges and payments
   1. Submission and Payment of Invoices
      1. In consideration of the provision of the Services by the Service Provider Manchester Central shall pay to the Service Provider the Service Charges as specified in Schedule 2 (Service Charges) for the relevant Services. Unless expressly agreed otherwise in writing, the Service Charges shall remain fixed and firm for the duration of this agreement.
      2. Subject to clause 7.1(c), the Service Charges shall remain fixed in accordance with Schedule 2 of this Agreement, and subject to the fact that the initial rates identified in Schedule 2 shall be amended to reflect any increases to the Manchester Living Wage (over and above the £XXX rate effective from 1 August 2024) in accordance with the pricing mechanism set out in Schedule 2 (Service Charges)
      3. With the exception of any adjustment rights in relation to the Service Charges that arise in accordance with clause 7.1(b) and Schedule 2, Manchester Central acknowledges that the Service Charges (Schedule 2) do not account for future changes in law, regulation, bylaw, policy, procedure or code of practice, including, but without limitation to, increases in tax, national insurance, employer’s contribution rates to auto-enrolment schemes, increases in statutory rates of pay etc. (all of these items being a “Legal Requirement”). If after the date that Services start being provided there is any change in or introduction of any new Legal Requirement which increases the Service Provider’s direct costs, the Service Provider will be entitled to pass through to Manchester Central any such excess cost by way of an increase in the Service Charges payable for the Services, with effect from the date of the introduction of that Legal Requirement. Any such cost increase shall be passed through to Manchester Central at the direct incremental cost level only (i.e. with no change to absolute levels of overhead absorption or profit attributable to that Service).
      4. On or after the last day of each Month (but before the last day of the following Month) the Service Provider shall submit to Manchester Central a VAT invoice correctly rendered, together with all necessary substantiating documentation which is reasonably required by Manchester Central, in relation to the Services provided in that Month.
      5. Manchester Central shall pay such invoices within 30 days from the end of the month of invoice subject to the invoice and all necessary substantiating documentation including purchase orders having been received by Manchester Central within 7 days after the end of the Month of invoice.
   2. VAT

All Service Charges and payments to be made by Manchester Central under this Agreement are stated exclusive of VAT which shall be paid by Manchester Central at the rate and from time to time in the manner prescribed by law.

* 1. Interest

If any sum payable under this Agreement is not paid within 15 days of the date due, the party to whom the same is due reserves the right to charge interest from the date due for payment to the actual date of payment at the rate of 3% above the base rate of HSBC from time to time in force.

* 1. Payment liability
     1. Unless otherwise expressly agreed between the parties, the Service Charges and such other amounts expressed to be payable by Manchester Central under this Agreement shall constitute Manchester Central's entire payment liability to the Service Provider under this Agreement and the Service Provider hereby indemnifies Manchester Central against any liability to any third party for costs or charges relating to the Services.
     2. For the avoidance of doubt, the Service Provider or its employees shall not accept any other form of payment or benefit of any kind whatsoever, including (but not limited to) tips, gifts or hospitality offered for any reason by any third party.
  2. Audit
     1. Manchester Central shall have the right to examine the Service Provider's books and records relating to the Service Charges for the purposes of ascertaining that the information which is being provided to Manchester Central has been provided accurately. For that purpose, the Service Provider hereby grants to Manchester Central and its professional advisers a right of access to the Service Provider's premises, systems and information on the giving of reasonable notice during normal business hours. Manchester Central and its professional advisers shall have the right to take copies of any financial books and records they reasonably require, and the Service Provider shall provide all necessary facilities free of charge.
     2. The Service Provider shall at all reasonable times (and upon receipt of at least seven calendar days’ prior written notice) during the term of this Agreement and without relieving the Service Provider from any of its obligations and liabilities in connection with the Services allow the Contract Manager and such persons as may from time to time be nominated by the Contract Manager access to:
        1. the Working Areas for the purpose of inspecting the provision of the Services and the records and documents in the possession of the Service Provider in connection with the provision of the Services, and in any other premises where any such records and documents are held;
        2. materials, stores, consumables and commodities in order to ensure that such items comply with manufacturers’ specifications;
        3. any employee of the Service Provider for the purpose of interviewing them in connection with the carrying out of all or any part of the Services provided that such interviews held would be in connection with the monitoring of this Agreement; and
        4. equipment (including both Service Provider Equipment and Manchester Central Equipment) used or proposed to be used in connection with the performance of the Services for the purpose of ensuring that such equipment meets the requirements of this Agreement and any applicable statutory requirements.

1. Price reviews
   1. Manchester Central shall always during this Agreement control the rates charged to clients. Manchester Central shall review these rates annually and the rates shall be subject to upwards only price reviews in accordance with market and industry trends.
   2. The Service Provider shall at all times during this agreement use all reasonable endeavours to identify potential cost savings relevant to the provision of the Services (including, without limitation, by sourcing equipment and Security and Stewarding commodities from suppliers with competitive rates) without compromising quality.
   3. Where the Service Provider identifies such a potential cost saving, it shall promptly inform Manchester Central and shall advise Manchester Central whether, in the Service Provider's professional opinion, the implementation of any change necessary to enable Manchester Central to enjoy that benefit is desirable (in view of quality, reliability and other relevant factors as well as price). If Manchester Central shall conclude that the implementation of the necessary change is desirable, the Service Provider shall implement the change. Where the achievement of the cost saving by Manchester Central would necessitate the making of a Change Request (as defined in clause 10.1), the procedures in the Change Control Procedure shall apply but (for the avoidance of doubt) the Service Provider shall not be entitled to object to the proposed change. Any cost saving arising from any such change as is referred to in this clause shall result in a consequential reduction in the Service Charges, based on the formula used to calculate the Service Charges as set out in Schedule 2 (Service Charges).
   4. Where there is a change in circumstances which results in the Service Provider requiring additional resources to maintain the Target Service Levels required under this agreement, the Service Provider may originate a Change Request, which shall be dealt with in accordance with the provisions of clause 10. For the avoidance of doubt, this clause shall not apply to the extent that any such additional resources are required as a result of any failure by the Service Provider to accurately assess the resources required by it to perform the Services in accordance with this agreement.
2. Services quality and monitoring
   1. The Service Provider shall implement and maintain a properly documented system of quality control and quality assurance to ensure that the Target Service Levels are maintained.
   2. Manchester Central may operate monitoring and inspection to ensure that the Services are being performed in accordance with this Agreement. In carrying out such monitoring and inspection Manchester Central shall not prevent, hinder or impede the Service Provider from carrying out the Services. For the avoidance of doubt, any such monitoring and inspection shall not relieve the Service Provider of any of its obligations under this Agreement.
   3. The Contract Manager shall, on a monthly basis, undertake a physical inspection of the Services during the performance of those Services, and the Service Provider shall ensure that its Operations Manager or (where the Operations Manager is not available due to illness or holidays) a responsible deputy is available to accompany the Contract Manager on each such inspection, provided that such inspection shall take place during the Operations Manager’s normal working hours.
   4. The parties shall hold monthly management meetings (**Routine Management Meetings**) in accordance with and attended by the people set out in Schedule 4 (Contract Management), to review, amongst other things, the Achieved Service Levels against Target Service Levels in the previous two months and discuss measures to be taken to rectify any deficiencies. The Service Provider shall, at its own expense and at the reasonable request of Manchester Central, deploy all reasonable additional resources and take all reasonable remedial action that is necessary to rectify any such deficiency and/or to prevent such deficiency from recurring.
   5. The Service Provider shall produce and distribute no later than five (5) Business Days in advance of the **Routine Management Meeting,** a report, the form of which to be agreed beforehand with the Manchester Central Contract Manager.
   6. The parties shall hold every quarter, management meetings **(Higher Management Meetings)** in accordance with and attended by the people set out in Schedule 4 (Contract Management), to review, amongst other things, the Achieved Service Levels against Target Service Levels in the previous six months and discuss measures to be taken to rectify any deficiencies. The Service Provider shall, at its own expense and at the reasonable request of Manchester Central, deploy all reasonable additional resources and take all reasonable remedial action that is necessary to rectify any such deficiency and/or to prevent such deficiency from recurring.
   7. The Service Provider shall produce and distribute no later than seven (7) Business Days in advance of **Higher Management Meeting**, a Higher Management Meeting Report, the form of which to be agreed beforehand with the Manchester Central Contract Director.
   8. If, in any Quarter, the Achieved Service Levels are less than Target Service Levels in accordance with Schedule 3 (Target Service Levels), then:
      1. if the Service Provider fails to rectify the deficiency within the following month, the Operations Manager shall meet with the Contract Manager to agree a remediation plan; and
      2. if the Service Provider fails to carry out the actions identified in the remediation plan or fails within the following month to remedy the deficiency in the Achieved Service Levels, the Operations Director shall meet with the Contract Director to agree a remediation plan; and
      3. if the Service Provider fails to carry out the actions identified in the remediation plan or fails within the following month to remedy the deficiency in the Achieved Service Levels, the Service Provider shall be deemed to have committed an irremediable breach of this Agreement which shall entitle Manchester Central to terminate this Agreement with immediate effect by serving notice on the Service Provider under clause 25.1(b).
   9. Without prejudice to the provisions of this clause 8.1 or to any other remedy that Manchester Central may have, Manchester Central reserves the right in the event of any material breach by the Service Provider of any of the policies or other Manchester Central-specific standards referred to in clause 3.3, to suspend the Service Provider’s performance of the Services and to provide the Services itself or to appoint third parties to do so on 24 hours' notice to the Service Provider, in each case at the Service Provider's risk and expense. The Service Provider will endeavour to remedy any such breach within the 24-hour notice period.
3. Change control
   1. For the purposes of this Agreement a Change Request is:
      1. a request to change (including to cease) any Service or add new services to the Services; or
      2. a request to amend this Agreement or any document attached to it or referred to in this Agreement.

A Change Request shall become a **Change Order** when the requirements of the Change Control Procedure have been satisfied and the Change Request is signed by the duly authorised representatives of both parties to signify their approval to the change.

* 1. Origin of Change Requests
     1. Change Requests may be originated either by Manchester Central or by the Service Provider.
     2. Where the Service Provider originates a Change Request it shall provide, with the Change Request, details of the impact which the proposed change will have upon the Services; any systems or operations of Manchester Central which communicate with, or are otherwise affected by, the Services; the Service Charges and the other terms of this Agreement.
     3. Where Manchester Central originates a Change Request, the Service Provider shall provide Manchester Central, within five Business Days of receiving the Change Request, details of the impact which the proposed change will have upon the Services; any systems or operations of Manchester Central which communicate with, or are otherwise affected by, the Services; the Service Charges; and the other terms of this Agreement.
  2. Agreement of Change Orders
     1. Neither party shall be obliged to agree a Change Request originated by the other, save that the Service Provider shall be required to agree a Change Request originated by Manchester Central in so far as it relates to the relocation of the Services to alternative business premises occupied by Manchester Central.
     2. If either party is unwilling to accept a Change Request suggested by the other (or any term of any proposed Change Order) then the other party may require the disagreement to be dealt with in accordance with the Dispute Resolution Procedure.
  3. Implementation costs

The costs of implementing a Change Order shall be borne as set out therein.

1. Co-operation between the parties
   1. The Service Provider shall appoint an Operations Manager to have day to day responsibility for the performance of the Service Provider’s obligations under this Agreement, to act as the principal point of contact for Manchester Central and to fulfil the functions set out in Schedule 4 (Contract Management) and elsewhere in this Agreement. The first appointee is set out in Schedule 4 (Contract Management).
   2. The Service Provider will not change its Operations Manager without prior consultation with Manchester Central. Manchester Central must be a part of the interview process for the appointment of a new Operations Manager.
   3. Manchester Central shall appoint a Contract Manager to have day to day responsibility for the performance of Manchester Central’s obligations under this Agreement, to act as the principal point of contact for the Service Provider and to fulfil the functions set out in Schedule 4 (Contract Management) and elsewhere in this Agreement. The first appointee is set out in Schedule 4 (Contract Management).
2. Dispute resolution procedure
   1. The parties shall negotiate in good faith and shall use their respective reasonable endeavours to resolve all disputes arising out of or in connection with this Agreement or matters which are for Agreement between them in relation to this Agreement on an amicable basis. Each party agrees, acknowledges and undertakes that notwithstanding the fact that a dispute may require to be resolved between them, the Services shall continue in the ordinary course and each party shall continue to comply with its obligations under this Agreement. The Operations Manager and the Contract Manager shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this Agreement within five Business Days of either party notifying the other of the dispute. Should the Operations Manager and the Contract Manager be unable to resolve the dispute within such time, the dispute shall be escalated to the Service Provider’s [Operations Director] and the Contract Director who shall attempt to resolve the dispute within the next following five Business Days. Should the Operations Director and the Contract Director be unable to resolve the dispute within such time, the dispute shall be escalated to the Service Provider’s Chief Executive and Manchester Central’s Chief Executive who shall attempt to resolve the dispute within the next following five Business Days.
   2. Nothing in this dispute resolution procedure shall prevent the parties from seeking from any court of competent jurisdiction an interim order restraining the other party from doing any act or compelling the other party to do any act.
   3. If the dispute cannot be resolved by the parties pursuant to clause 12.1 either party may request it be referred to mediation pursuant to the procedure set out in clause 12.5.
   4. The obligations of the parties under this Agreement shall not be suspended, cease or be delayed by the reference of a dispute to mediation and the Service Provider shall always comply fully with the requirements of this Agreement. If the matter is not referred to mediation either party shall be entitled to pursue the dispute through the courts.
   5. If a party refers the matter to mediation, the procedure for mediation shall be as follows:
      1. a neutral adviser or mediator (**Mediator**) shall be chosen by Agreement between the parties or, if they are unable to agree upon a Mediator within 15 Business Days after a request by one party to the other or if the Mediator agreed upon is unable or unwilling to act, either party shall promptly thereafter apply to the Centre for Effective Dispute Resolution to appoint a Mediator;
      2. the parties shall within 15 Business Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the parties may at any stage seek assistance from the Centre for Effective Dispute Resolution to provide guidance on a suitable procedure;
      3. unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the parties in any future proceedings;
      4. if the parties reach agreement on the resolution of the dispute, this Agreement shall be reduced to writing and shall be binding on the parties once it is signed by their duly authorised representatives;
      5. failing agreement, either of the parties may invite the Mediator to provide a non‑binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to this Agreement without the prior written consent of both parties; and
      6. if the parties fail to reach agreement, then any dispute or difference between them may be referred to the courts.
3. Assignments and subcontracting
   1. Except as expressly set out in this Agreement, neither party shall be entitled to give, bargain, sell, assign, let or otherwise dispose of any or all its rights and obligations under this Agreement without the prior written consent of the other party. The Service Provider shall not subcontract the whole or any part of its obligations under this Agreement without the express prior written consent of Manchester Central.
   2. Manchester Central shall be entitled to assign its rights or to transfer its rights and obligations under this Agreement to any person to whom it sells, transfers or otherwise disposes of its rights in the Venue, provided that the assignee undertakes in writing to the Service Provider to be bound by Manchester Central’s obligations under this Agreement.
4. Confidentiality
   1. Except as required by law both parties shall procure that all confidential information disclosed by one party to the other in accordance with this Agreement or which may at any time until termination of this Agreement come into the other party's knowledge, possession or control shall not be used for any purposes other than those required or permitted by this Agreement and shall remain confidential and shall not be disclosed to any third party except insofar as this may be required for the proper operation of this Agreement and then only under appropriate confidentiality provisions approved by the other party. For the purposes of this Agreement information relating to business, affairs, operations, clients, customers, processes, budgets, pricing policies, product information, strategies, developments, trade secrets, know-how, personnel and suppliers of the disclosing party or its clients are hereby deemed to be confidential information. These obligations of confidentiality shall cease to apply to any particular item of confidential information once it becomes public knowledge other than by any act or default of either party.
   2. Without prejudice to the Service Provider’s obligations under this clause 14, the Service Provider shall procure that each of its Personnel involved in the provision of the Services under this Agreement to whom the Service Provider discloses confidential information that has been disclosed to it by Manchester Central shall comply with and shall enter confidentiality obligations that are equivalent to those in this clause 14.
   3. Each party (**"Indemnifying Party"**) shall at all times during and after the term of this Agreement indemnify the other party (**"Indemnified Party"**) and keep the Indemnified Party indemnified against all claims, demands, actions, losses, damages, costs (including legal and other professional fees), expenses and other liabilities incurred by, awarded against or agreed to be paid by the Indemnified Party arising from any breach of the Indemnifying Party's obligations under this clause.
5. Data Protection
   1. The Service Provider shall take all necessary steps to ensure that data or information belonging to Manchester Central which comes into its possession or control in the course of providing the Services is protected in accordance with Manchester Central’s IT policy (attached at Schedule 5) and in particular the Service Provider shall not:
      1. use the data or information nor reproduce the data or information in whole or in part in any form except as may be required by this Agreement; or
      2. disclose the data or information to any third party or persons not authorised by Manchester Central to receive it, except with the prior written consent of Manchester Central; or
      3. alter, delete, add to or otherwise interfere with the data or information (save where expressly required to do so by the terms of this Agreement).
   2. To the extent that any data or information belonging to Manchester Central is personal data within the meaning of the Data Protection Act 1998:
      1. the Service Provider will process such data and information only in accordance with Manchester Central’s instructions;
      2. the Service Provider will not transmit such data and information to a country or territory outside the European Economic Area without Manchester Central’s express consent; and
      3. the Service Provider will take such technical and organisational measures against unauthorised or unlawful processing of such data and information and against accidental loss or destruction of, or damage to, such data and information as are appropriate to Manchester Central as data controller.
6. Compliance with relevant law
   1. The Services to be provided to Manchester Central under this Agreement (including the procurement and supply of any items or equipment procured for the provision of the Services) shall be provided by the Service Provider in compliance with all relevant legislation, regulations, codes of practice, guidance and other requirements of any relevant government or governmental agency. For the avoidance of doubt, this includes (but is not limited to) the requirements of the Asylum and Nationality Act 1996, the Immigration, Nationality and Asylum Act 2006, the Equality Act 2010, the Modern Slavery Act 2015,the Freedom of information Act 2000, the Human Rights Act 1998, the Gender Recognition Act 2004 and any applicable legislative provisions regulating hygiene, health or cleanliness or orders or mandatory directions from the Environmental Health Department or any Fire Department or Trading Standards Department or any substitute or similar bodies or authorities. The Contract Manager shall be entitled to require the Service Provider, by notice in writing, to immediately remove from the provision of the Services any Personnel who cannot provide evidence of their right to work in the United Kingdom as required by Acts of Parliament referred to in this clause 16.1.
   2. To the extent that the regulations referred to in clause 16.1 are advisory rather than mandatory, the standard of compliance to be achieved by the Service Provider shall be the best practice of the relevant industry. In all cases the costs of compliance shall be borne by the Service Provider and the Service Provider hereby indemnifies Manchester Central against all losses, costs, expenses, damages, liabilities, demands, claims, actions and proceedings which Manchester Central may incur arising out of any breach by the Service Provider of the provisions of this clause howsoever arising.
   3. Where an appropriate British standard specification or British standard code of practice issued by the British Standards Institute is applicable, all goods or equipment used and all workmanship shall, as a minimum requirement, be in accordance with that standard and the equivalent European standard, without prejudice to any higher standard required by this Agreement.
   4. The Service Provider, if requested to do so by the Contract Manager, shall provide to the Contract Manager any relevant information in connection with any legal inquiry, tribunal or court proceedings in which Manchester Central may become involved or any relevant disciplinary hearing internal to Manchester Central and shall give evidence in such inquiries or proceedings or hearings, arising out of the provision of the Services. The Service Provider, immediately upon becoming aware of the same, shall notify the Contract Manager of any accident, damage or breach of any statutory provision relating in any way to the provision of or connected with the Services. The requirement to provide information must expressly exclude anything that is legally privileged.
   5. The Service Provider is required, without prejudice to the requirements of this Agreement or any delivery period for the Services that may apply, to fulfil obligations under this Agreement by using materials and processes that cause minimum damage to the environment and take all reasonable steps necessary to minimise any pollution of the environment.
7. Health and Safety
   1. Without prejudice to the generality of clause 16.1, the Service Provider shall always comply with the requirements of the Health and Safety at Work etc. Act 1974 and of any other applicable legislation pertaining to health and safety in the workplace, including (but not limited to) the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1985 and the Control of Substances Hazardous to Health Regulations 2002.
   2. The Service Provider shall:
      1. nominate a competent person to be responsible for health and safety matters and give notice in writing of this appointment to the Contract Manager;
      2. whilst on the premises of Manchester Central, ensure that its employees, sub-contractors and suppliers comply with Manchester Central’s Health and Safety Policy (subject to this being provided to the Service Provider) and with the lawful requirements of the safety officer nominated from time to time by Manchester Central, or his duly authorised deputy;
      3. ensure that its health and safety policy and Manchester Central’s health and safety policy and procedures (subject to these being provided to the Service Provider) have been drawn to the attention of all its employees, sub-contractors, servants and agents.
   3. Without prejudice to Manchester Central’s rights elsewhere in this Agreement the Contract Manager shall be empowered to suspend the provision of the Services or part thereof in the event the Service Provider is in breach of this clause 17 and has failed to remedy such breach within five Business Days. The Service Provider shall not resume provision of the Services or such part thereof until the Contract Manager is satisfied (acting reasonably and without delay) that the non-compliance has been rectified.
   4. The Service Provider shall supply, within eight (8) weeks of the Commencement Date, copies of its risk assessment and COSHH Assessment for inspection by the Contract Manager, in order to ensure that these statutory requirements are being met.
   5. The Service Provider shall notify the Contract Manager immediately of any notifiable accidents or dangerous occurrences which occur on Manchester Central’s premises.
   6. All Service Provider Personnel attending Manchester Central’s premises shall receive a Health and Safety briefing from the Service Provider and be provided with any applicable personal protective equipment (PPE) at the Service Provider’s expense. The Service Provider shall ensure that all Personnel will have received any applicable training required by law.
   7. The Service Provider shall provide additional safety training as appropriate to ensure that its Personnel are sufficiently competent to carry out their duties.
   8. Details of Health and Safety risk assessments will be provided by the Service Provider to the Contract Manager quarterly or as and when amended in accordance with the Health and Safety etc. at Work Act 1974.
   9. Subject to being given reasonable prior written notice, a nominated representative of the Service Provider shall attend Manchester Central’s Health and Safety meetings.
8. Waste Management
   1. The Service Provider will be responsible for ensuring all waste materials are disposed of in such a way as to meet all legal requirements and to comply with Manchester Central’s waste management protocol (attached at Schedule 5) and that all waste is segregated by using a colour coded system.
   2. The Service Provider shall ensure that all waste carrier licences, duty of care and hazardous waste notes (as applicable) are stored and easily accessible.
9. Anti-bribery
   1. The Service Provider shall:
      1. comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (**Relevant Requirements**);
      2. not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
      3. comply with Manchester Central’s Anti-bribery policy (annexed to this Agreement at Schedule 5) as updated by Manchester Central from time to time and notified in advance to the Service Provider (**Relevant Policies**);
      4. 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, the Relevant Policies and this clause 19, and will enforce them where appropriate;
      5. promptly report to Manchester Central any request or demand for any undue financial or other advantage of any kind received by the Service Provider in connection with the performance of this Agreement;
      6. immediately notify Manchester Central in writing if a foreign public official becomes an officer or employee of the Service Provider or acquires a direct or indirect interest in the Service Provider, and the Service Provider warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the Commencement Date;
      7. not engage in any activity, practice or conduct that would result in Manchester Central breaching any provision of the Relevant Requirements;
      8. within one month of the date of this Agreement, and annually thereafter, certify to Manchester Central in writing signed by an officer of the Service Provider, compliance with this clause 19.1 by the Service Provider and all persons associated with it under clause 19.2. The Service Provider shall provide such supporting evidence of compliance as Manchester Central may reasonably request.
   2. The Service Provider shall ensure that any person associated with the Service Provider who is performing Services or providing goods 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 Service Provider in this clause 19 (**Relevant Terms**). The Service Provider shall be responsible for the observance and performance by such persons of the Relevant Terms and shall be directly liable to Manchester Central for any breach by such persons of any of the Relevant Terms.
   3. Breach of this clause 19 shall be deemed a breach of a material obligation under clause 25.1(a).
   4. For the purpose of this clause 19, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with the provisions of the Bribery Act 2010. For the purpose of this clause 19, a person associated with the Service Provider includes but is not limited to any sub-contractor of the Service Provider.
10. Indemnity

The Service Provider shall indemnify Manchester Central in full for and against all compensation, costs, expenses or liabilities whatsoever, which are reasonable, whenever and howsoever arising incurred or suffered by Manchester Central including without limitation all legal expenses and other professional fees together with any VAT thereon in relation to any claim made against Manchester Central in respect of any liability, loss, damage, injury, cost or expense sustained by Manchester Central’s employees or agents or by any client or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the provision of the Services as a consequence of a breach or negligent performance or failure or delay in performance of this Agreement by the Service Provider, its officers or employees, or its sub-contractors.

1. Insurance policies
   1. The Service Provider shall maintain in force the following insurance policies throughout the duration of this Agreement, for a period of six years following expiry or termination of this Agreement]:
      1. Public Liability Insurance Policy - limit £40 million per claim and without limit as to the number of claims in any period;
      2. Employers Liability Insurance Policy - limit £10 million per claim; and
      3. Professional Indemnity Insurance Policy – limit £5 million per claim,

and shall on the written request of Manchester Central from time to time provide Manchester Central with written evidence that the policies have been maintained.

* 1. The Service Provider shall, during the term of this Agreement, and for a period of one year thereafter:
     1. administer the insurance policies and the Service Provider's relationship with its insurers at all times to preserve the benefits for Manchester Central set out in this Agreement;
     2. do nothing to invalidate any such insurance policy or to prejudice Manchester Central's entitlement thereunder; and
     3. procure that the terms of such policies shall not be altered in such a way as to diminish the benefit to Manchester Central of the policies as provided at the Commencement Date.

1. Limitation of liability
   1. Subject to clause 22.3, the liability of each party under or in connection with this Agreement, whether arising from contract, negligence or otherwise, shall be limited as follows:
      1. for loss of or damage to physical property, the limit for any one or series of connected events shall be £40 million;
      2. for any other liability, the aggregate liability shall be £1 million in each Year.
   2. Subject to clause ‎22.3, neither party shall be liable for any indirect or consequential loss.
   3. Neither party limits its liability:
      1. for death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors;
      2. for fraud by it or its employees; and
      3. for any other act or omission, liability for which may not be limited by law.
      4. under any indemnity in this agreement.
2. Term of this agreement
   1. This Agreement shall start on the Commencement Date and continue in full force and effect until the End Date, unless extended pursuant to clause 23.2 or terminated in accordance with clause 25 or clause 26.
   2. This Agreement shall terminate automatically on the End Date unless, no later than three months before the End Date, Manchester Central and the Services Provider agree in writing that the term of this Agreement shall be extended by a further two years (the “Extended Term”).
3. Force majeure
   1. Subject to due compliance with clause 24.2 and clause 24.3, neither party shall in any circumstances be liable to the other for any delay or non-performance of its obligations under this Agreement arising from any cause or causes beyond its reasonable control including, without limitation, any of the following: act of God, governmental act, war, fire, flood, explosion or civil commotion (**Force Majeure**). For the avoidance of doubt, an event of Force Majeure under this clause 24 does not include any labour or trade dispute, strikes, industrial action or lockouts of the Personnel.
   2. In the event of either party being so delayed or prevented from performing its obligations such party shall:
      1. give notice in writing of such delay or prevention to the other party as soon as reasonably possible stating the commencement date and extent of such delay or prevention, the cause thereof and its estimated duration;
      2. use all reasonable endeavours to mitigate the effects of such delay or prevention upon the performance of its obligations under this Agreement; and
      3. resume performance of its obligations as soon as reasonably possible after the removal of the cause of the delay or prevention.
   3. The Service Provider will not be entitled to claim it is delayed or affected by a cause beyond its reasonable control if the cause in question is one which a reasonable service provider should have foreseen and provided for.
   4. If the Service Provider is prevented from performing its obligations by an event of Force Majeure for more than two weeks, Manchester Central may terminate this Agreement by notice to the Service Provider and for the purposes of clause 25.2 such termination shall be deemed to be for cause.
4. Termination for cause
   1. Subject to the Dispute Resolution Procedure this Agreement may be terminated for cause in the following circumstances:
      1. by either party with immediate effect from service on the other of written notice if the other party is in breach of any material obligation under this Agreement which, if capable of remedy, has not been remedied by the party in breach within 28 days of receipt of notice so to do;
      2. by either party with immediate effect from service on the other of written notice if the other party is in breach of any material obligation under this Agreement which is incapable of remedy;
      3. 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) or the other becomes subject to an administration order or a receiver or administrative receiver is appointed over or an encumbrancer takes possession of any of the other's property or equipment;
      4. by either party with immediate effect from the date of service on the other party of written notice if the other party ceases or threatens to cease to carry on business in the United Kingdom;
      5. by Manchester Central with immediate effect from the date of service on the Service Provider of written notice from Manchester Central if there is a change of control (as defined in section 1124 of the Corporation Tax Act 2010 of the Service Provider to which Manchester Central reasonably objects;
      6. by Manchester Central with immediate effect if Manchester Central considers that the continuation of this Agreement will cause it, or is reasonably deemed likely to cause it, to suffer reputational damage.
   2. If this Agreement is terminated by Manchester Central for cause such termination shall be at no loss or cost to Manchester Central and the Service Provider hereby indemnifies Manchester Central against any such losses or costs which Manchester Central may suffer as a result of any such termination for cause.
5. Termination without cause

Manchester Central may terminate this Agreement at any time by giving three (3) months' written notice to the Service Provider.

1. Consequences of termination
   1. If this Agreement is terminated in whole or in part for any reason the provisions of the Exit Management Plan shall come into effect and the Service Provider shall co-operate fully with Manchester Central to ensure an orderly migration of the Services to Manchester Central or, at Manchester Central's request, a New Service Provider.
   2. On termination of this Agreement and on satisfactory completion of the Exit Management Plan (or where reasonably so required by Manchester Central prior to such completion) the Service Provider shall procure that all documentation, data and other material belonging to Manchester Central, shall be delivered to Manchester Central forthwith.
   3. Notwithstanding any other provision of this agreement, in the event that any suspension or temporary or permanent cessation (including, without limitation, expiry, partial termination or termination of this agreement) or any alteration to the Services by Manchester Central or other action taken by Manchester Central does, in the reasonable view of both Manchester Central and the Service Provider, give rise to the dismissal by reason of redundancy of any Personnel then Manchester Central shall indemnify the Service Provider in respect of any statutory redundancy payment and other sums payable under the contract of employment upon termination of employment in relation to any such Personnel provided always that:
      1. the Service Provider utilises its reasonable endeavours to mitigate its liabilities attributable to any such redundancy dismissal; and
      2. the Service Provider has compiled in full with the terms relating to Personnel in clauses 3.2(b) and (c) of this Agreement and clause 6.4 of Schedule 6 to this Agreement.

This clause shall survive termination of this Agreement for any reason.

1. Waiver

No forbearance or delay by either party in enforcing its respective rights will prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or of any later breach. In particular, but without limitation to the generality of the foregoing, any prior acceptance or approval communicated by Manchester Central to the Service Provider in respect of the Services or any omission on the part of Manchester Central to communicate such prior acceptance or approval shall not relieve the Service Provider of its obligations to deliver the Services in accordance with the provisions of this Agreement.

1. Cumulation of remedies

Subject to the specific limitations set out in this Agreement, no remedy conferred by any provision of this Agreement is intended to be exclusive of any other remedy except as expressly provided for in this Agreement and each and every remedy shall be cumulative and shall be in addition to every other remedy given thereunder or existing at law or in equity by statute or otherwise.

1. Severability

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

1. Variation

No variation of this Agreement shall be effective unless it is in writing and signed by both of the parties (or their authorised representatives).

1. Partnership, agency and tenancy

Nothing in this Agreement shall be construed as constituting a partnership between the parties or as constituting either party as the agent of the other for any purpose whatsoever except as specified by the terms of this Agreement or creating any tenancy or rights of tenure in respect of the Venue or any part of such.

1. Rights of set-off

If any sums are due to Manchester Central from the Service Provider, Manchester Central shall be entitled to exercise the right to set-off such sums against any Service Charges due to the Service Provider in relation to this Agreement.

1. Currency

All sums payable by either party under this Agreement shall be paid in Pounds Sterling.

1. Third party rights

Subject to the provisions of paragraphs 6.12 and 6.13 of Schedule 6 (Exit Management Plan), no term of this Agreement is intended to confer a benefit on, or to be enforceable by, any person who is not a party to this Agreement.

1. Notices
   1. Notices shall be in writing, and shall be sent to the other party marked for the attention of the Contract Director in the case of notices sent to Manchester Central, and for the attention of the [Operations Manager] in the case of notices sent to the Service Provider, at the address set out for such party in clause 36.3, or such other address as may be notified to the other party in accordance with this clause 36.
   2. Notices may be sent by first-class mail or facsimile transmission or email provided that facsimile transmissions and emails are confirmed within 24 hours by first-class mailed confirmation of a copy. Correctly addressed notices sent by first-class mail shall be deemed to have been delivered 72 hours after posting and correctly directed facsimile transmissions and emails shall be deemed to have been received instantaneously on transmission provided that they are confirmed as set out above.
   3. The address for service, as referred to in clause 36.1, is:
      1. To Manchester Central:

Windmill Street, Petersfield, Manchester, M2 3GX

Email: [procurement@manchestercentral.co.uk](mailto:procurement@manchestercentral.co.uk)

* + 1. To the Service Provider:

*[Insert Adress]*

Email: *[Insert Email Address]*

1. Entire agreement
   1. This Agreement and any documents referred to in it constitute the whole Agreement between the parties and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter of this Agreement.
   2. Each party acknowledges that, in entering into this Agreement, it does not rely on any statement, representation, assurance or warranty of any person (whether a party to this Agreement or not) other than as expressly set out in this Agreement.
   3. The Service Provider acknowledges that before entering this Agreement:
      1. it has obtained for itself all necessary information as to risks, contingencies and any other circumstances which may influence or affect the provision of the Services in accordance with this Agreement; and
      2. it has inspected the Venue including the Office and the Designated Areas and has satisfied itself as to its suitability of such areas for the performance of the Services.
   4. Each party agrees that the only rights and remedies available to it arising out of or in connection with a statement, representation, assurance or warranty shall be for breach of contract.
   5. Nothing in this clause shall limit or exclude any liability for fraud.
2. Announcements and publicity

The Service Provider shall not make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of Manchester Central (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory activity (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

1. Governing law and jurisdiction

This Agreement and any disputes or claims arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law and submitted to the non-exclusive jurisdiction of the English Courts.

1. Counterparts

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same Agreement. No counterpart shall be effective until each party has executed at least one counterpart.

This Agreement has been entered into on the date stated at the beginning of it.

Schedule 1 (Services)

During the Contract Period the Service Provider shall provide the Services to the Contract Standard and in accordance with this Agreement.

**Scope of Provision**

The service provider is required to provide the following services:

* Event Security, for all events that take place within the internal and external footprint of MCCC.
* Event Stewarding, for all events that take place within the internal and external footprint of MCCC.
* Static Guarding, for all non-event days as per client requirement.

Positions of security staff to be provided will be:

* Event Security Supervisors.
* Event Security Operatives.
* Static Guarding (non-event days)
* Behavioural Detection Officers.

Specialist resources, that may be required for specific MCCC / client taskings will be:

* Close Protection Officers.
* Canine Security – General purpose security dogs, drug detection dogs, explosive detection dogs, pyrotechnic detection dogs.
* CCTV Monitoring Staff.
* Concierge.

\*\* These services must comply with the relevant British Standards and or equivalent accreditation.

The service provider will ensure that personnel engaged at MCCC are not self-employed or zero hours employees. Flexible working arrangements via annualised hours or casual contracts for service arrangements are permissible.

**Accreditations**

The aforementioned services are to be compliant with the following British Standards:

* BS 8406:2020 Event Stewarding Code of Practice.
* BS 7960 The Code of Practice for Door Supervision.
* Security Industry Authority approved Contractor.
* ISO9001 Registered for the provision of event stewards, crowd safety services and door supervisors.

This is to be reflected through either National Security Inspectorate (NSI) Gold standard demonstrating the commitment to continual improvement or NSI Silver where the high level of technical specification is being met. ISO 9001 can either be met and maintained or working to attain.

**The Provision**

1. **Service Providers Operational Representatives**

MCCC believes that this project requires a dedicated account management resource so as to fully understand the business requirements of MCCC and deliver a quality customer focused security service provision.

The service provider shall provide details in their service delivery plan of the proposed resource structure and the key staff intended to be employed under this contract, including documentary evidence of relevant experience and qualifications.

The service provider shall ensure the following positions are covered within the resource structure:

* Service providers strategic representative
* Service providers operational representatives

MCCC requires the minimum of two individuals to undertake the role of the service providers operational representatives for the management of event security, event stewarding and Static Guarding. The service providers operational representatives shall be solely dedicated to the provision of the aforementioned services and will be based on site at MCCC. The operational representatives are to be the sole point of contact for MCCC’s Head of Security and Events Management Team.

The provision of a first-class customer service is key to the vision and values of MCCC. The service provider’s appointed operational representatives shall recognise the importance of the security and stewarding service provided and will always act professionally and possess a tactful demeanour.

The service provider’s operational representatives will ensure and maintain the provision of a first class, customer focused experience to MCCC’s clients, demonstrating a commitment to high standards of delivery, whilst being an integral part of the customer offer.

The operational representatives are to be appropriately licensed by the SIA. To note, a non-frontline license will not be deemed as being sufficient to manage this service delivery, within this schedule.

**Operational Representatives Responsibilities**

The key responsibilities of the service providers operational representatives will be as follows: (this list is not exhaustive)

* To support the service provider’s strategic execution of the contract.
* Management and ownership of event security and event stewarding and service delivery.
* Monitoring specifications provided by the service provider in respect of MCCC’s requirements.
* Vetting and recruitment of staff to BS 7858:2012 ensuring optimum numbers to fulfil contractual staffing delivery.
* Training of supervisors, event security personnel and event stewards.
* Health and Safety management of service delivery.
* Auditing of contractual Health and Safety practices, including but not limited to role risk assessments, event risk assessments, safe methods of working, compliance and training.
* Liaison with MCCC’s clients.
* Key liaison with MCCC’s Head of Security.
* Liaison with Greater Manchester Police and other key city stakeholders.
* To operate working schedules in accordance with the needs of MCCC’s operational requirements and in full consultation with MCCC’s Head of Security.
* To provide agreed working schedules to MCCC’s Head of Security four weeks in advance of scheduled deployments.
* Quality standard implementation and management.
* Provision, implementation and review of operational procedures and assignment instructions.
* Auditing of training records, working practices, uniform and operational delivery.
* Measure, monitor and manage key performance indicators as set by MCCC’s Head of Security.
* Auditing of service delivery plans and corrective actions to ensure quality and contractual requirements.
* To deploy to event security and event stewarding deployment plans as directed by MCCC’s Event Managers or MCCC Head of Security.
* Assist MCCC’s Head of Security in the preparation of event risk assessments covering the security and stewarding deployments being provided.
* Ensuring delivery of the correct staffing for all events – this is to incorporate time and attendance management.
* Attending monthly and weekly pre-event meetings with MCCC’s Head of Security.
* To prepare monthly and quarterly reports, to highlight:
* Strategic performance summary for services against the agreed specification for the quarter.
* Full financial report for the quarter and year-to-date.
* Added value and innovation actions.
* Anticipated changes/variations.
* Service Provider’s business updates.
* Any other agreed information.

* To be fully aware of the events calendar and to be able to pre-empt the need for event security and event stewarding numbers.
* Create post event reports for submission to MCCC’s Head of Security on an event-by-event basis. The post event report shall also be submitted on MCCC’s Event Booking Management System (EBMS) within 48hrs from the end of event tenancy.
* Create an innovation strategy, delivering proposals to MCCC covering event security and event stewarding.
* Share best practice with MCCC on security measures and practices applied to other like-for-like contracts within the service provider’s portfolio.
* Reviewing and checking all relevant invoices and authorising payment in accordance with the delegated authorities from MCCC.

**Operational Representatives Staff Retention**

The service provider shall endeavour to maintain the service provider’s operational representatives for the duration of the contract. Changes, removals, and additions to staff shall not be made without consultation and prior written approval from MCCC.

If there is a change within the operational representatives, MCCC shall specify the length of the handover period required for the changeover of staff in the notification giving authorisation for the change. The time spent by the incoming person during the handover period shall not be chargeable to MCCC.

MCCC reserves the right to interview and approve the recruitment of the service providers operational representatives, the service providers expenses involved in such interviews by MCCC shall be to the account of the service provider and shall not be chargeable to MCCC.

1. **Service Providers Strategic Representative**

The service providers strategic representative is to be authorised to act on behalf of the service provider and will be the point of contact for MCCC’s Head of Security and will represent the service provider at a strategic level dealing with variation of services, dispute resolution and change management.

1. **Event Security Supervisors and Operatives**

The service provider is to provide an agreed number of qualified and appropriately SIA licensed event security operatives, the number as outlined in the deployment schedule provided by MCCC.

The service provider shall provide qualified, competent, and appropriately SIA licensed event security staff to deliver high quality security and customer service standards based on a full understanding of the location and scope of work.

The service provider shall be monitored to ensure that they have an effective, efficient, and sustainable process for first line management and control of security operatives. The service provider is fully responsible for the provision of a management team and culture which is highly effective in delivering the required high standards. This should include but not limited to change management, effective communication, and continuous improvement.

The service provider will provide a dedicated core team which will always be available and employed.

MCCC recognises that the recruitment, training management and retention of quality staff is critical to achieving the required performance standard. The service provider shall provide details in their service delivery plan of the proposed resource structure and the key staff intended to be employed under this contract, including documentary evidence of relevant experience and qualifications.

The service provider shall provide appropriately licensed SIA security staff to meet the agreed level of manned security cover. All levels of staff shall be fully informed and understand their roles and responsibilities and deter unauthorised entry, trespass, theft, vandalism, damage, loss through negligence, fire, flood, breaches of health and safety of the site.

The service provider shall provide appropriately licensed SIA security staff who are articulate in the English language, both verbal and written.

1. **Event Stewarding**

The service provider is to provide an agreed number of qualified and appropriately trained stewards, the number as outlined in the deployment schedule provided by MCCC.

The service provider shall provide qualified, competent, and appropriately trained event stewarding staff to deliver the stewarding standards based on a full understanding of the location and scope of work.

The service provider shall be monitored to ensure that they have an effective, efficient, and sustainable process for first line management and control of security operatives. The service provider is fully responsible for the provision of a management team and culture which is highly effective in delivering the required high standards. This should include but not limited to change management, effective communication, and continuous improvement.

MCCC recognises that the recruitment, training management and retention of quality staff is critical to achieving the required performance standard. The service provider shall provide details in their service delivery plan of the proposed resource structure and the key staff intended to be employed under this contract, including documentary evidence of relevant experience and qualifications.

The service provider shall provide appropriately trained, efficient and competent stewards who shall maintain a smart and presentable appearance, a customer focused persona and be able to quickly familiarise themselves with service requirements.

**Training and Qualifications**

The service provider’s event stewards, shall hold the necessary accreditation, dependant and compliant on the role for which they are deployed. Minimum requirements are:

* Level 2 Spectator Safety.
* ACT Awareness eLearning.
* Emergency First Aid
* Customer service – Level 2.
* Conflict resolution.

**Training Records**

All event security and stewarding personnel will have their own training records which are to remain on site and include all site relevant and site mandatory training logged on a centrally maintained training matrix and be available for inspection by MCCC’s Head of Security

Prior to any employee starting work at MCCC, the service provider shall ensure that all personnel will receive the MCCC site induction and introduction to MCCC’s vision and values, this will be at no cost to the venue, induction training will be logged on individual training records and the centralised training matrix. Venue mandatory training will further include:

* Venue Induction
* Venue Fire Marshal
* Evacuation Chair

**Training Requirements by Role**

The service provider’s personnel shall hold the necessary accreditation, and or qualifications to carry out this role as follows:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | **Operational Reps** | **Security Supervisors** | **Security Operatives** | **BDO’s** | **CPO’s** |
| **BTEC Level 5 Diploma in Security Management** | ✓ |  |  |  |  |
| **ILM Level 3 First Line Manager** | ✓ | ✓ |  |  |  |
| **Level of Spectator Safety** | 4 | 3 | 2 | 2 |  |
| **First Aid at Work, including defibrillator.** | ✓ | ✓ | ✓ | ✓ |  |
| **ACT Awareness eLearning** | ✓ | ✓ | ✓ | ✓ | ✓ |
| **ACT Security eLearning.** | ✓ | ✓ | ✓ | ✓ | ✓ |
| **SCaN for all Staff** | ✓ | ✓ | ✓ |  | ✓ |
| **SCaN for customer facing.** | ✓ | ✓ | ✓ |  |  |
| **Conflict resolution / de-escalation.** | ✓ | ✓ | ✓ |  |  |
| **SIA Door Supervisors Licence** | ✓ | ✓ | ✓ | ✓ |  |
| **SIA Close Protection Licence** |  |  |  |  | ✓ |
| **FREC (First Response Emergency Care)Level 3.** |  |  |  |  | ✓ |
| **Customer service – Level 2** |  | ✓ | ✓ |  |  |
| **Level 2 Behavioural Detection / Analysis** |  |  |  | ✓ |  |
| **Experience** | 3 years relevant desirable |  |  |  |  |

Any equivalent qualifications or training used in place of the above should be agreed by MCCC Head of Security as suitable.

Due to the nature of the supervisory positions being key site staff, MCCC reserves the right to interview and approve the recruitment of the service providers key site-based staff, the service providers expenses involved in such interviews by MCCC shall be to the account of the service provider and MCCC shall not be liable to any expenses.

Less frequent roles that may be required by exception require the following qualifications:

**Canine Services** (that may be required for specific MCCC / client taskings)

* SIA Door Supervisors licence.
* ACT Awareness eLearning.
* ACT Security eLearning.

**Drug Detection**

* NASDU (level 3) Certificate for Live Person (Air Scent) Detection Dog Handler.

**Explosive Detection**

* NCTAS-P Explosive Detection.

**Staff Retention**

The service provider shall endeavour to maintain the service provider’s event security and stewarding staff for the duration of the contract. Changes, removals, and additions to staff shall not be made without the prior written approval of MCCC.

**Contract Management**

**Uniform**

The service provider must supply all staff with a suitable uniform and name badge, the style, branding, and standard is to be discussed and agreed prior to the commencement of the contract.

All the service provider’s personnel will be expected to wear the approved uniforms whilst on- site. Where relevant, the uniform must present an appearance that is always appropriate for the event being staged. The behaviour and appearance of staff and their uniform standard should always project the professionalism of the service provider.

The service providers personnel are to maintain their uniform to a high standard to project the required professional image.

**Equipment**

**Body Worn Video Cameras** **(BWVC)**

The service provider is to provide body worn video cameras to all operatives deployed in a security role within MCCC, as part of their personal protective equipment (PPE).

When deployed BWVC consideration must be given to the ‘fair processing’ of recorded information within the terms of the General Data Protection Regulation 2018 (GDPR). MCCC is compliant with the Data Protection and General Data Protection Regulation, however MCCC will also consider all wider legislation and guidance below.

* General Data Protection Regulation 2018 (GDPR)
* Human Rights Act (HRA) 1998
* Freedom of Information Act (FOI) 2000
* The Protection of Freedom Act (POFA) 2012 - Home Office Surveillance Camera Code of Practice pursuant to section 30 (1) (a) of FOPA 2012.
* Information Commissioner Office (ICO) Code of Practice for Surveillance Cameras & Personal Information 2014.
* Surveillance Camera Code of Practice.

**Communications**

MCCC will provide the service provider with the appropriate levels of radios to enable the required discharge of service provision.

**Contract Management**

The service provider is to provide an agreed number of qualified and appropriately SIA licensed event security operatives and non-licensed event stewards, the number as outlined in the deployment schedule provided by MCCC. MCCC events require event security and stewarding at any time to cover 24 hours a day, over any 365 days a year, this being dependent on event requirements.

The service providers staff availability and time keeping will be monitored on an event-by-event basis. All staff members are to be available on site 30 minutes prior to times agreed to facilitate briefing at zero cost to MCCC.

The service provider is to provide the agreed level of event security and stewarding cover during events in conjunction with the on-site security staff to deter unauthorised entry, trespass, theft, vandalism, damage, loss through negligence, fire, flood, breaches of health and safety of the site.

The service provider shall always recognise the importance and impact of the stewarding service and will hire staff who are reliable, professional, and tactful in demeanour. At no time will the service provider allow a shortfall in the presentation of this provision service thus providing maximum reassurance to MCCC’s staff of its professionalism.

The service providers personnel will be required to be knowledgeable about MCCC and its location and should be able to provide a high standard of customer service and personal presentation.

The service providers personnel are required to contribute towards providing a welcoming, positive customer friendly site which enhances the customer experience.

**Emergency and Incident Management Procedures**

Appropriate management and supervision of services shall form an essential component of MCCC’s emergency procedures. The Service Provider is to ensure that all personal are aware of and fully conversant with their roles within MCCC’s incident management and emergency procedures including related equipment and the requirement to fully participate in scenario testing, tabletop exercises, walkthroughs, workshops, functional exercises and full-scale exercises.

The service provider must ensure that all event security, stewarding, and operational representatives are competent and trained in the response to fire alarms and the procedures to be followed in the event of other alarms sounding. The service provider will always ensure that they and their personnel are aware of and familiar with current best practice in this regard and as such will forward this best practice onto MCCC.

The service provider’s personnel must be appropriately and thoroughly trained in emergency evacuation measures (to include disabled persons) including but not limited to building evacuation procedures and how to react in the event of fire, bomb, terrorist, or other threat.

It is imperative that the service providers personnel work closely with the venue security team and MCCC’s Senior Leadership Team in any such event. The service provider will ensure that key personnel are to be available quarterly to take part in a simulated evacuation / exercise, the cost for this would be borne by the service provider. Dates and frequencies will be advised by MCCC but will not exceed one per quarter.

The service provider shall provide MCCC with a business continuity plan detailing how the service provider proposes to deliver services in the event of an unplanned event or circumstances impacting upon the provision of the service. The service provider shall regularly (and in any event no less than once a year) review the business continuity plan and provide MCCC with any updated version.

In the event the service provider has an emergency, that could impact service delivery, then the service provider shall be responsible for reporting such emergency’s to MCCC immediately via MCCC’s control room, this will then be cascaded to MCCC’s Senior Leadership Team. The service provider shall provide a backup service and will provide MCCC’s Senior Leadership Team with a single manned telephone number to cover this eventuality and a route for escalating operational issues outside of the service provider’s normal working hours.

Emergencies and escalations occurring outside of the service provider’s normal working hours are required to be actioned. To support this service, the service provider will provide a management escalation process for use outside of the service provider’s normal working hours and ensure it is kept fully up-to-date.

When designing these services, it is important to ensure that these meet the needs of MCCC, who operate on a 24-hour 7 day a week basis with a large proportion of the activity occurring outside of traditional normal working hours.

**Detailed Service Requirements**

The requirements for security provision are but not limited to:

* The provision of event security operatives as instructed by MCCC.
* The provision of close protection officers as required and instructed by MCCC.
* The provision of canine services as required and instructed by MCCC.
* The provision and use of body worn video cameras.
* The use of handheld metal detectors as instructed by MCCC.
* Access control for staff, visitors and public.
* The management of and effective response to alarms.
* The effective response to alarm activations and MCCC’s emergency response plans.
* The detection and management of prohibited items.
* The removal of trespassers.
* The removal of those failing to comply with the condition of entry to the venue.
* Liaison with police and emergency services.
* Visitor management as specified by MCCC.
* First aid provision including administration of defibrillators and the evacuation of

disabled persons.

* Evacuation as required by MCCC.
* The screening and searching of contractors, visitors and public.
* The identification and removal of non-authorised persons from and within the venue.
* Access control.
* Queue management.
* Behavioural detection.
* Accreditation checks.
* Incident response.
* Fire marshals.
* Conflict management.
* Dealing with and reporting suspect packages, items and or vehicles.
* Venue / area searches when required.
* Detection of hostile reconnaissance.
* Detection and reporting of forced entry, broken glass graffiti or vandalism.

The requirements for the stewarding provision are but not limited to:

* Ticket and accreditation checks.
* Ticket scanning.
* Customer service enquiries.
* Cloakroom duties.
* Directional and way finding.
* Removal of litter.
* Fire Marshals
* Dealing with and reporting suspect packages, items and or vehicles.
* Venue / area searches when required.
* Detection of hostile reconnaissance.
* Reporting of forced entry, broken glass graffiti or vandalism.

The service provider will be responsible for providing all personnel with formal identification and accreditation.

The service provider will be responsible for providing all personnel with the appropriate uniform and personnel protective equipment, details of which shall be provided by MCCC and may change from time to time.

The SLA will detail precise response times in respect of all aspects of the service to be agreed before commencement of the contract. The SLA will detail pre-event procedures, on site procedures, escalation and post-event procedures.

The service provider will provide incident and accident reports to MCCC in an agreed format on all security related incidents, customer service issues and complaints within 8 hours of occurrence.

Where requested, the service provider will provide MCCC with copies of correspondence relating to any specific customer issues and or complaints within 24 hours of request.

MCCC shall provide the service provider with details of all exhibitions and events that MCCC anticipates being held within the venue during the contract period and (to the extent that such information is available) provide reasonable details of those exhibitions and events including location and dates (including build up, go live and breakdown dates) and the nature of such exhibition and events. MCCC shall provide the service provider with this information (together with regular updates thereto) monthly or more frequently as deemed appropriate.

**Use of Subcontractors**

There will be no provision in place for the service provider to use sub service providers.

Schedule 2 (Service Charges)

The Contractor will adhere to the below firm and fixed rates for Year One of the Agreement.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Job Role** | **Skill Level** | **Minimum Pay Rate to Staff**  **April 2020-March 2021** | **Chargeable Cost to MCCC** | |
| Steward | Standard Rate | £12.00 | | £ |
| SIA Guard | Standard Rate | £13.75 | | £ |
| Team Leader | Standard Rate | £14.25 | | £ |
| Steward/Security Supervisor | Standard Rate | £15.25 | | £ |
| Management Fee |  | Annual Cost | | £ |

**Price table Year One**

**2a. Price**

Both parties acknowledge and agree that the level of overhead and profit built into the above rates by the Service Provider is sufficient to enable the Service Provider to provide free or charge (FOC) specialist senior support as and when required on high risk or non-routine event security and safety planning. In addition, the Service Provider acknowledges that senior on-site personnel will be required during the contract mobilisation and implementation phase for which no additional charge will be made by the Service Provider.

The above rates comprise the only charge payable by Manchester Central in relation to the provision of Services by the Service Provider.

Service charges for Years Two and Three of the Agreement will be fixed at the Year One rates but shall be subject to increases in relation to the Manchester Living Wage only. For every 1p increase in the Manchester Living Wage (the rate applicable to the those aged 25 years and over) over and above the £12.00 rate effective from 1st April 2024, the above rates shall be uplifted by 1.38p to provide for the increase in the base salary cost plus 38% of incremental on-costs such as holiday , pension and Employers National Insurance.

**2b. Hourly Staff**

Manchester Central is committed to paying **all** (regardless of age) Members of Staff at least the Manchester Living Wage. As of 1st April 2024, this amounts to £12.00 an hour.

Applicable Members of Staff will be moved from the training rate to the experienced rate once the necessary criteria have been met. The Contractor will work alongside Manchester Central to determine the criteria, which may be a combination of hours worked and specific training modules for each role. It will be the responsibility of the Contractor to manage the progress and the training of the Applicable Member of Staff at the Contractors cost, including any hours required by the Applicable Member of Staff in order to complete the training modules. It will be the Contractors responsibility to implement and record the applicable rates for Members of Staff in agreement with the Manchester Central appointed representative.

Any changes to the Manchester Living Wage will be communicated to the successful Contractor at least 30 days prior to the change taking effect.

The Contractor will only bill for actual hours worked, subject to a minimum shift of 4hrs per booked shift. Any reduction in hours will be advised a minimum of two hours in advance of the curtailed shift; additional hours required may be requested at any time during the shift.

**2c. Contract Management**

Any applicable members of staff who are employed on a full-time exclusive basis, to deliver the services as stipulated by Manchester Central in order to deliver the management of the contract, will be subject to an annual salary review taking into consideration market rate assessment and Manchester Central’s pay awarded to its own employees. All proposed increases to be agreed in advance between the Contractor and Manchester Central and if agreed will be implemented at the same time as any increase to the hourly paid staff.

Schedule 3 (Target Service Levels)

The agreed target service levels have been set out within the Service Level Agreement. For further details of agreed target levels and measurements please refer to Appendix 9 – Service Level Agreement.

The Contractor’s performance will be measured based on timely and accurate delivery of the services, added value and team working ability. The Contractor’s performance shall be measured against mutually agreed KPIs covering the key delivery areas of the contract. The agreed KPIs will be submitted within the first 3 days of the new month for the outgoing month.

Cancellation of events and the deployment of security and stewarding staff must be given a 24-hour notice period otherwise the supplier may charge Manchester Central.

Above 24- hour notice no charges will be incurred The KPIs shall be scored and weighted according to the risk to the Employer. The resulting score shall be shown as a percentage of the maximum points available.

**Accommodation and Welfare Facilities**

The Contractor shall be issued with the following fixtures, fittings & equipment: -

**Accommodation**

* A dedicated desk for the operational representatives based on-site.
* Use of additional desks and/or meeting rooms as and when requested by the service provider, subject to availability.

**Storage Facilities**

* Dedicated storage area as determined appropriate by MCCC and the service provider for delivery of the service through the contract.
* Use of additional storage facilities as and when requested by the service provider subject to availability.

**Information and Communication Technology**

MCCC shall provide the following equipment for use on this agreement:

* One telephone handset.
* Radio handsets as deemed necessary by the service provider to deliver the contract services by maintaining clear communication channels.
* Use of additional ICT as and when requested by the service provider, subject to availability.
* The service provider will be required at the expiry of this agreement to deliver to MCCC, the equipment in the condition it was in on the commencement date, subject to fair wear and tear.

**Equipment**

The service provider shall invest in the provision of services such an amount as both parties agree is reasonably necessary to ensure that both the service providers equipment and MCCC’s equipment which is used exclusively for the provision of the services is of a comparable level and condition as the equipment used in competitor venues.

**Miscellaneous**

* Recruitment advertising through MCCC’s website.

**Provision by MCCC**

MCCC shall provide the following:

* Access to all areas on-site required to complete the services.
* Access to welfare facilities.

Schedule 4 (Contract Management)

The Contractor shall provide details in their Service Delivery Plan of the proposed resource structure and the key staff intended to be employed under this Contract, including documentary evidence of relevant experience and qualifications. The contractor shall ensure the following positions are covered in the resource structure:

* Contractor’s Operations Director
* Contractor’s Head of Operations
* Contractor’s Operations Manager

Contractor’s Operations Director

The Contractor’s Operations Director is to be authorised to act on behalf of the Contractor and will be the secondary point of contact for the Employer They will represent the Contractor at a strategic level dealing with Variation of Services, Dispute Resolution and Change of Control measures.

The Employer requires one individual only to undertake the role of Contractor’s Operations Director for both the security and stewarding management.

Contractor’s Head of Operations

The Contractor’s Head of Operations is to be authorised to act on behalf of the Contractor and will be the primary point of contact for the Employer and will represent the Contractor at a strategic level dealing with Variation of Services, Dispute Resolution and Change of Control measures.

Contractor’s Operations Manager

The Contractor shall provide a dedicated Operations Manager to be the sole point of contact for the Employer’s Operations Manager.

The Contractor’s Operations Manager is always to have full authority to act for the Contractor and serve to carry out the provisions of this Contract. The person appointed to Contractor’s Operations Manager shall be subject to prior approval by the Employer, being solely dedicated to MCCC.

1. Operations Manager, Contract Manager and Contract Director

The Service Provider’s initial Operations Manager: TBC

The Service Provider’s initial Head of Operations: TBC

The Service Provider’s initial Operations Director: TBC

Manchester Central's initial Contract Manager: Richard Larpent

Manchester Central's initial Contract Director: Sarah Bickerton

1. Routine Management Meetings
   1. Required Attendees: The Operations Manager, Head of Operations the Contract Manager and the Contract Director if required.
   2. Frequency: Monthly
   3. Agenda: The Contractor is required to supply, on a monthly basis, a report detailing the activity of the Contractor in the previous month, the cost associated with the Contract and any issues of significance to the Employer. The date of issue of the report to be no later than 3 working days before the contract meeting.
2. [Higher Management Meetings
   1. Required Attendees: The Operations Director of the Service Provider and the Contract Director of Manchester Central.
   2. Frequency: Quarterly
   3. Agenda: TBA
3. Reports for Routine Management Meetings
   1. Type: Performance Report
   2. Contents:

* Operational performance for services against the agreed specification.
* Key operational issues or concerns.
* Staffing requirements and fulfilment rate.
* Summary of event reports and customer feedback.
* Health, safety and environmental issues or incidents.
* Weekly occurrence sheet summaries.
* Financial updates.
* Staffing information, training and HR issues.
* Contractor’s business updates.
* Any innovative proposals.
* Equipment serviceability.
* Any other agreed information.

1. Reports for Higher Management Meetings
   1. Type: Performance Report
   2. Contents:

* Strategic performance summary for services against the agreed specification for the quarter.
* Full financial report for the quarter and year-to-date.
* Added value and innovation actions.
* Anticipated changes/variations.
* Contractor’s business updates.
* Any other agreed information.

Schedule 5 (Policies & Appendices)

See attached:

* IT Policy
* Anti-Money Laundering Policy
* Anti-Money Laundering Procedure

Schedule 6 (Exit Management Plan)

1. General obligation

On termination of this Agreement for any reason, the Service Provider will provide all reasonable assistance to Manchester Central to facilitate the orderly transfer of the Services back to Manchester Central or to enable the New Service Provider to take over the provision of all or part of the Services. The remaining provisions of this Schedule will not prejudice or restrict the generality of this obligation.

The Service Provider shall promptly and fully answer all reasonable questions about the Services which may be asked by Manchester Central for the purpose of adequately understanding the manner in which the Services have been provided or for the purpose of allowing any New Service Provider (or potential New Service Provider) to conduct 'due diligence'.

1. Continuation of the provision of services

Manchester Central shall be entitled to require the Service Provider to continue to provide the Services for (3) months after termination of this Agreement upon the same payment terms if, in the opinion of Manchester Central, such continuation is required in order to allow for the orderly transfer of the Services to Manchester Central or a New Service Provider.

1. Materials and Equipment
   1. Materials and Equipment
      1. On ceasing to provide the Services hereunder, the Service Provider shall, jointly with Manchester Central, carry out a stock-take of all materials and products provided in the course of carrying out the Services and shall deliver all such stocks to Manchester Central free of charge.
      2. On ceasing to provide the Services hereunder, the Service Provider shall hand over the Manchester Central Equipment pursuant to clause 3.4(e) of this Agreement.
2. Know-how
   1. Manchester Central shall be entitled to use (and to authorise any New Service Provider to use), free of charge but on a non-exclusive basis, all know-how and other information acquired by the Service Provider in the course of providing the Services or otherwise used by the Service Provider in the provision of the Services, whether or not such know-how or information was produced specifically or used exclusively to provide the Services.
3. Premises

All rights of access and occupation granted to the Service Provider in respect of premises owned or occupied by Manchester Central will cease when the provision of Services ceases in accordance with this Agreement, and the Service Provider shall immediately hand back to Manchester Central all security cards and passes, badges and any other items provided to it by Manchester Central in respect of access to the Service Provider’s premises.

1. Personnel
   1. This Agreement envisages that subsequent to the commencement of this Agreement, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination of this Agreement, or part, or otherwise) resulting in a transfer of the Services in whole or in part (**Service Transfer**). If a Service Transfer is a relevant transfer for the purposes of the Employment Regulations then in such event, Manchester Central or a New Service Provider would inherit liabilities in respect of the Transferring Employees. Accordingly, if the Employment Regulations apply on a Service Transfer, the provisions in paragraph 6.7 to paragraph 6***.***11 of this Schedule shall apply. Paragraph 6***.***14 of this Schedule shall apply to a Service Transfer which is not a relevant transfer for the purposes of the Employment Regulations. For the avoidance of doubt, all other paragraphs in this paragraph 6 of this Schedule shall apply to all Service Transfers, whether or not the Employment Regulations apply.
   2. The Service Provider agrees that, subject to compliance with the Data Protection Legislation:
      1. within 20 days of the earliest of:
         1. receipt of a notification from Manchester Central of a Service Transfer or intended Service Transfer; or
         2. receipt of the giving of notice of early termination of this Agreement or any part thereof; or
         3. the date which is six months before the expiry of the term of this Agreement,

and, in any event, on receipt of a written request of Manchester Central at any time, it shall provide the Provisional Staff List and the Staffing Information to Manchester Central or, at the direction of Manchester Central, to a New Service Provider and it shall provide an updated Provisional Staff List when reasonably requested by Manchester Central or, any New Service Provider;

* + 1. at least 14 days prior to the Service Transfer Date, the Service Provider shall prepare and provide to Manchester Central and/or, at the direction of Manchester Central, to the New Service Provider, the Final Staff List, which shall be complete and accurate in all material respects. The Final Staff List shall identify which of the Service Provider’s Personnel named are Transferring Employees;
    2. Manchester Central shall be permitted to use and disclose the Provisional Staff List, the Final Staff List and the Staffing Information for informing any tenderer or other prospective New Service Provider for any Services which are substantially the same type of Services (or any part thereof) as the Services; and
    3. upon reasonable request by Manchester Central, the Service Provider shall provide Manchester Central or at the request of Manchester Central, the New Service Provider, with access (on reasonable notice and during normal working hours) to such employment records (and provide copies) as Manchester Central reasonably requests.
  1. The Service Provider warrants that the Provisional Staff List, the Final Staff List and the Staffing Information will be true and accurate in all material respects.
  2. From the date of the earliest event referred to in paragraph 6.2(a) of this Schedule, the Service Provider agrees that it shall not without the prior written consent of Manchester Central, assign any person to the provision of the Services (or the relevant part) which is the subject of a Service Transfer who is not listed in the Provisional Staff List and shall not without the prior written consent of Manchester Central (such consent not to be unreasonably withheld or delayed):
     1. increase the total number of employees listed on the Provisional Staff List save for fulfilling assignments and projects previously scheduled and agreed with Manchester Central;
     2. make, propose or permit any changes to the terms and conditions of employment of any employees listed on the Provisional Staff List;
     3. increase the proportion of working time spent on the Services (or the relevant part) by any of the Service Provider’s Personnel save for fulfilling assignments and projects previously scheduled and agreed with Manchester Central;
     4. introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Provisional Staff List;
     5. replace any of the Service Provider’s Personnel listed on the Provisional Staff List or deploy any other person to perform the Services (or the relevant part) or increase the number of employees or terminate or give notice to terminate the employment or contracts of any persons on the Provisional Staff List.
  3. The Service Provider will promptly notify Manchester Central or, at the direction of Manchester Central, the New Service Provider of any notice to terminate employment received from any persons listed on the Provisional Staff List regardless of when such notice takes effect.
  4. No more than 21 days nor less than 14 days before the expected Service Transfer Date, the Service Provider shall provide to Manchester Central or any New Service Provider, in respect of each person (subject to compliance with Data Protection Legislation) on the Final Staff List who is a Transferring Employee, their:
     1. pay slip data for the most recent month;
     2. cumulative pay for tax and pension purposes;
     3. cumulative tax paid;
     4. tax code;
     5. voluntary deductions from pay; and
     6. bank or building society account details for payroll purposes.
  5. In connection with a relevant transfer to which the Employment Regulations apply, the parties agree that:
     1. the Service Provider shall perform and discharge all its obligations in respect of all the Transferring Employees and their representatives for its own account up to and including the Service Transfer Date. The Service Provider shall indemnify Manchester Central and any New Service Provider in full for and against all claim’s costs, expenses or liabilities whatsoever and howsoever arising, incurred or suffered by Manchester Central or any New Service Provider including without limitation all legal expenses and other professional fees (together with any VAT thereon) in relation to:
        1. the Service Provider’s failure to perform and discharge any such obligation;
        2. any act or omission by the Service Provider on or before the Service Transfer Date or any other matter, event or circumstance occurring before the Service Transfer Date;
        3. all and any claims in respect of all emoluments and outgoings in relation to the Transferring Employees (including without limitation all wages, bonuses, PAYE, National Insurance contributions, pension contributions and otherwise) payable in respect of any period on or before the Service Transfer Date;
        4. any claim arising out of the provision of, or proposal by the Service Provider to offer any change to any benefit, term or condition or working condition of any Transferring Employee arising on or before the Service Transfer Date;
        5. any claim made by or in respect of any person employed or formerly employed by the Service Provider other than a Transferring Employee for which it is alleged Manchester Central or any New Service Provider may be liable by virtue of this Agreement and/or the Employment Regulations;
        6. any act or omission of the Service Provider in relation to its obligations under Regulation 11 of the Employment Regulations, or in respect of an award of compensation under Regulation 12 of the Employment Regulations except to the extent that the liability arises from Manchester Central or New Service Provider’s failure to comply with Regulation 11 of the Employment Regulations; and
        7. any statement communicated to or action done by the Service Provider or in respect of, any Transferring Employee on or before the Service Transfer Date regarding the Service Transfer which has not been agreed in advance with Manchester Central in writing.
  6. The Service Provider shall indemnify Manchester Central and any New Service Provider in respect of any claims arising from any act or omission of the Service Provider in relation to any other Service Provider’s Personnel who is not a Transferring Employee during any period whether before, on or after the Service Transfer Date.
  7. Manchester Central shall indemnify the Service Provider against all claims arising from Manchester Central's or the New Service Provider’s failure to perform and discharge any obligation and against any Claims in respect of any Transferring Employees arising from or as a result of:
     1. any act or omission by Manchester Central or the New Service Provider relating to a Transferring Employee occurring on or after the Service Transfer Date; and
     2. all and any claims in respect of all emoluments and outgoings in relation to the Transferring Employees (including without limitation all wages, bonuses, PAYE, National Insurance contributions, pension contribution and otherwise) accrued and payable after the Service Transfer Date.
  8. The parties shall co-operate to ensure that any requirement to inform and consult with the employees and or employee representatives in relation to any relevant transfer as a consequence of a Service Transfer will be fulfilled.
  9. Manchester Central shall assume (or shall procure that the New Service Provider shall assume) the outstanding obligations of the Service Provider in relation to any Transferring Employees in respect of accrued holiday entitlements and accrued holiday remuneration prior to the Service Transfer Date. The Service Provider shall indemnify Manchester Central (or at Manchester Central’s discretion any New Service Provider) in respect of any such accrued holiday entitlements and accrued holiday remuneration, regardless of whether such accrued holiday entitlement is in fact taken on or after the Service Transfer Date.
  10. The parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to paragraphs 6.2 to 6.10 of this Schedule to the extent necessary to ensure that any New Service Provider shall have the right to enforce the obligations owed to, and indemnities given to, the New Service Provider by the Service Provider or Manchester Central under paragraphs 6.2 to 6.10 in its own right pursuant to section 1(1) of the Contracts (Rights of Third Parties) Act 1999.
  11. Notwithstanding paragraph 6.12, it is expressly agreed that the parties may by agreement rescind or vary this Schedule or any term of this Schedule without the consent of any other person who has the right to enforce the terms of this Schedule or the term in question notwithstanding that such rescission or variation may extinguish or alter that person's entitlement under that right.
  12. Subject to clause 27.3 of the Services Agreement, in the event of a Service Transfer to which the Employment Regulations do not apply, the following provisions shall apply:
      1. Manchester Central or the New Service Provider can, at its discretion, make to any of the employees listed on the Provisional Staff List or any Service Provider’s Personnel assigned to the Services an offer, in writing, to employ that employee under a new contract of employment to take effect at the earliest reasonable opportunity;
      2. when the offer has been made by Manchester Central or New Service Provider and accepted by any employee or worker, the Service Provider shall permit the employee or worker to leave his or her employment, as soon as practicable depending on the business needs of the Service Provider which could be without the employee or worker having worked his full notice period, if the employee so requests and where operational obligations allow;
      3. if the employee does not accept an offer of employment made by Manchester Central or New Service Provider, the employee shall remain employed by the Service Provider and all claims in relation to the employee shall remain with the Service Provider; and
      4. if Manchester Central or the New Service Provider does not make an offer to any employee on the Provisional Staff List or any Service Provider’s Personnel, then that employee and all claims in relation to that employee remains with the Service Provider.
  13. For the purposes of this Schedule, the following words and phrases shall, unless the context otherwise requires, have the following meanings:

**Data Protection Legislation:** the Data Protection Act 1998, the Data Protection Directive (95/46/EC), the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner.

**Employment Regulations:** the Transfer of Undertakings (Protection of Employment) Regulations 2006.

**Final Staff List**: the list of all the Service Provider’s Personnel engaged in or wholly or mainly assigned to the provision of the Services or any part of the Services at the Service Transfer Date.

**New Service Provider**: any third-party supplier appointed by Manchester Central to provide Services that are identical or substantially similar to any of the Services and which Manchester Central receives in substitution for any of the Services following the termination or expiry of this Agreement.

**Provisional Staff List**: a list prepared and updated by the Service Provider of all the Service Provider’s Personnel engaged in, or wholly or mainly assigned to, the provision of the Services or any part of the Services at the date of preparation of the list.

**Service Provider's Personnel:** all employees, staff, other workers, agents and consultants of the Service Provider who are engaged in the provision of the Services from time to time.

**Service Transfer Date**: the date on which the Services (or any part of the Services), for whatever reason transfer from the Service Provider to Manchester Central or any New Service Provider.

**Staffing Information**: in relation to all persons detailed on the Provisional Staff List, such information as Manchester Central may reasonably request (subject to the Data Protection Legislation), but including in an anonymised format:

* + 1. their ages, dates of commencement of employment or engagement and gender;
    2. details of whether they are employees, workers, self-employed, contractors or consultants, agency workers or otherwise;
    3. the identity of their employer or relevant contracting party;
    4. their relevant notice periods and any other terms relating to termination of employment or engagement, including any redundancy procedures and contractual redundancy payment schemes;
    5. the current wages, salaries, profit sharing, incentive and bonus arrangements applicable to them;
    6. details of other employment-related benefits including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and customer car schemes applicable to them;
    7. any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
    8. details of any such individuals on long-term sickness absence, maternity or other statutory leave or otherwise absent from work; and
    9. copies of all relevant documents and materials relating to such information including copies of relevant contracts of employment or engagement (or relevant standard contracts if applied generally in respect of such individuals).

Transferring Employees: those employees whose contract of employment will be transferred to Manchester Central or a New Service Provider pursuant to the Employment Regulations on expiry or termination of this Agreement.

|  |  |
| --- | --- |
| Signed for and on behalf of **MANCHESTER CENTRAL CONVENTION COMPLEX LIMITED**  by Shaun Hinds  ………………………………………..  Chief Exec |  |
|  |  |

Signed for and on behalf of

**XXXX**

by XXXX………………………………………..

Position XXXX