

Agreement for Engagement of Ongoing Consultancy Services

Dated

Between

- (1) The **Environment Partnership (TEP) Limited** of (07745159) whose registered address is at Genesis Centre, Birchwood Science Park, Warrington, WA3 7BH (the **Company**); and
- (2) The **Consultant**

Recitals

- A The Company is entering into a number of agreements with individual Consultants in the same form as this Agreement whereby such individual consultants (including the Consultant) agree to provide consultancy services for various Projects at various sites pursuant to the terms of this Agreement.
- B Under this Agreement the Company shall from time to time wish to invite responses from Consultants for provision of technical consultancy services in accordance with the Terms and Conditions set out in this Contract. The Company reserves the right to vary or amend the Terms and Conditions for a specific commission to satisfy Client or Project requirements. Any variations will be addressed as per Clause 25 'Change Control'.
- C The Brief supplied to each Consultant shall detail the scope of services required for the Project and the duration of the Contract. The Brief and any supporting documents shall overrule these Conditions in the event of any contradiction between the two.
- D Employment to carry out each specific Project will be made by the issue of a Purchase Order pursuant to this Agreement issued by the Company or the Company's Representative on behalf of the Company to the Consultant.
- E Consultants will be asked to re-sign to this Agreement every two years. Incidences may arise over the two year period where specific changes or amendments to legislation, best practice or industry standards require Consultants to formally acknowledge any such amendments and/or for the Company to notify Consultants of any proposed changes to the Agreement. This may be done by reissue of all documentation or issuing of an addendum letter which Consultants will be required to sign and return. Any proposed changes by the Company will be reasonable and proportionate to the legislative or industry standard amendments.
- F The Company can give no guarantee as to the size and scale of consultancy services (if any) which may be awarded to Consultants under this Agreement within any given year.



1 Definitions

“**Agreement**” means this Agreement entered into between the Company and the Consultant and includes any Appendices or Schedules hereto;

“**Brief**” means document provided to the Consultant from the Company, detailing the objectives of the Project, scope of services, constraints and exclusions, and any further additional project specific information required to enable the Consultant to understand the requirements of the Project enabling the Consultant to deliver a Fee proposal for the required Services.

“**Client**” means the person, firm or company who appoints the Company, and is the ultimate person, firm or company to whom the professional services are rendered.

“**Company**” means The Environment Partnership (TEP) Limited of (07745159) whose registered address is at Genesis Centre, Birchwood Science Park, Warrington, WA3 7BH.

“**Contract**” means the Terms and Conditions, the relevant Purchase Order together with Brief and any other document, plan or specification referred to in the Brief.

“**Consultant**” means the person, firm or company whose name appears as the addressee in the Purchase Order.

“**Fees**” means the price or rate for the Project given in the Purchase Order.

“**Order Number**” means the unique number that appears on the Purchase Order.

“**Parties**” means the Company and the Consultant.

“**Project**” means the consultancy services described in the Purchase Order, Brief and any associated documentation referred to in Brief.

“**Purchase Order**” means an order for consultancy services served by the Company on the Consultant.

“**Terms and Conditions**” means these terms and conditions for the supply of consultancy services.

2 General

- 2.1 Unless the context requires otherwise references to the singular include the plural and the masculine gender shall include the feminine and neuter and vice versa.
- 2.2 The headings contained in the Terms and Conditions are for convenience only and do not affect their interpretation.
- 2.3 Any reference to any statutory provision includes a reference to any statutory modification of it.
- 2.4 These Terms and Conditions together with the relevant Purchase Order, Brief and any other document, plan or specification referred to in the Brief constitutes the Agreement between the Parties for a Project.
- 2.5 In the event of any conflict between a clause in these Terms and Conditions and a term of the Brief, the term of the Brief shall prevail.
- 2.6 The Contract constitutes the entire Agreement between the Parties relating to a Project and replaces all previous negotiations, agreements, understandings and representations whether oral or in writing. However nothing in the Contract shall limit or exclude any liability for fraud.
- 2.7 If the Consultant is later found to have provided false and/or misleading information within TEP Sign Up for Consultancy Services, Consultant Questionnaire then the Company reserves the right to terminate the Agreement and any Projects commissioned via it.
- 2.8 The expressions "Company" and "Consultant" shall include their representative successors and permitted assigns.
- 2.9 Where the Consultant is a partnership, then each partner shall be jointly and severally liable under this Contract.
- 2.10 Nothing in this Contract shall have the effect of making the Consultant an employee of the Company.

3 A Project

- 3.1 The Consultant shall carry out and complete a specific Project:
- in accordance with the Brief;
 - in accordance with the Purchase Order;
 - with reasonable skill, care and diligence;
 - to the reasonable satisfaction of the Company; and
 - using staff or agents with appropriate skills, licences and qualifications.
- 3.2 The Consultant shall identify any deficiencies in the Brief and any associated documentation received by it from the Company of which it becomes aware, and shall notify the Company in writing of such deficiencies and seek clarification and additional information from the Company as the Consultant may require to enable it to deliver a Project.
- 3.3 The Consultant shall not place or cause to be placed any orders with third parties or otherwise incur any liabilities to third parties in the name of the Company without prior written consent of the Company.
- 3.4 The Consultant shall at all times consult fully with the Company and keep the Company properly informed of all matters arising in relation to a Project.
- 3.5 The Consultant shall comply with all statutory obligations and relevant codes of practice in effect at the time of the Brief being issued.
- 3.6 The Consultant shall co-operate with the Company's staff and accept direction of any person in the Company's organisation to whom it is required to report and comply with all reasonable and lawful instructions within the scope of a Project agreed with the Company.

4 Facilities and Equipment

- 4.1 The Consultant shall be responsible for the provision (at the Consultant's own expense) of any office, secretarial support, administrative support, business stationary, textbooks or reference material, telephone, computer, telecommunications and/or other facilities and equipment and vehicle required for the proper provision of the Services.
- 4.2 In specific instances, the Company shall make available office accommodation at its premises as is necessary for the delivery or performance of the Service, and on occasion such equipment as the Company may deem to be reasonably required.
- 4.3 If the Consultant is granted access to any facilities or equipment belonging to the Company, on termination of the agreement the Consultant shall return all facilities and equipment, and any other property which belongs to the Company.

5 Duty of Care

- 5.1 The Consultant shall provide the Services and duties required for a Project in a proper and efficient manner with reasonable skill, care and diligence and in accordance with the Terms and Conditions of the Contract and in particular in accordance with the Purchase Order, Brief and any associated documentation and programme.
- 5.2 The Consultant shall act at all times in good faith and the best interests of the Company in connection with a Project.
- 5.3 The Consultant should ensure that all work done in connection with a Project is carried out by suitably qualified and/or competent members of staff experience in work of a similar size, scope and complexity, under proper management and supervision.

6 Reliance on Consultant's Skill and Care

- 6.1 The Consultant acknowledges and accepts that the Company is reliant upon the Consultant's reasonable professional skill, care and judgement and will ensure that all works in respect of which the Consultant is appointed by the Company are properly, adequately and safely carried out in accordance with the Company's requirements.
- 6.2 Where in the performance of a Project, the Consultant seeks or is obliged to seek the Company's approval or agreement to any matter or thing, the giving or confirming of the same by the Company shall not in any way derogate from the duty of care owed to the Company by the Consultant pursuant to this Contract or otherwise and shall not diminish any obligation upon the Consultant's part in respect thereof.

7 Time of Performance

- 7.1 The Consultant shall carry out a Project by the date or in accordance with the timescales set out in Brief or in accordance with any timescales reasonably notified to the Consultant by the Company.
- 7.2 The Consultant shall submit such detailed programmes of work and progress reports as the Company may from time to time require. The Company shall, upon giving reasonable notice to the Consultant, be entitled to inspect and examine any of the services being performed as part of the provision of a Project at any reasonable time at the Consultant's premises, the Company's premises or such other location as the Company reasonably requires.
- 7.3 The Consultant shall notify the Company immediately if it becomes aware of any event that it believes is likely to delay or impede a Project.

- 7.4 In the event that the Consultant fails to meet a date or dates set out in the Brief or comply with the timescales contained in the Brief it shall, on the request of the Company and without prejudice to the Company's other rights and remedies, arrange to provide all such additional resources as are necessary to fulfil its obligations at no additional cost to the Company.

8 Rejection of a Project

- 8.1 The Company may at any time reject anything delivered or provided as part of a Project which, in the reasonable view of the Company, does not comply with the Contract in any material way.
- 8.2 If the Company rejects all or part of a Project under Condition 8.1 above, it shall serve notice on the Consultant stating the reasons for the rejection.
- 8.3 Following receipt of notice of rejection of all or part of a Project, the Consultant shall have five working days (or such other period as the Parties may agree in writing) during which the Consultant shall correct the faults with caused the notice of rejection to be issued.
- 8.4 Without prejudice to the Company's other rights under this Contract, if the Consultant fails to correct the faults which caused the notice of rejection to be issued to the reasonable satisfaction of the Company within five working days (or such longer period as the Parties have agreed), the Company shall be entitled to terminate the Contract.

9 Payment

- 9.1 In consideration of the carrying out of a Project by the Consultant, the Company shall pay the Consultant the Fees as specified in the Brief, any additional payments due to variation as per Clause 25 and if so agreed expenses subject to production of such receipts and documentation as the Company reasonably requires. Expenses will be reimbursable at the rates specified within Brief.
- 9.2 Payment due to the Consultant will be as specified in the Brief e.g. Lump Sum on completion, instalments based on date or project milestones.
- 9.3 All Consultants shall give due regard to the provisions of Annexe G.
- 9.4 If the Company confirms Consultants are required to submit timesheets the Consultant shall give due regard to the provisions of Annexe H.
- 9.5 The Consultant shall submit an invoice for a Project to the Company's address for invoices as given in the Brief. The invoice shall contain the Purchase Order Number, TEP Job Reference, a description of the part of a Project to which it refers and the applicable Fees. Where the Consultant submits an invoice by email, it must be addressed to accounts@tep.uk.com and invoices emailed to any other address shall not be deemed received.
- 9.7 The Company shall pay the Consultant within 30 days of receipt and agreement of a valid invoice, submitted for work in arrears, completed to the satisfaction of the Company. Should a different payment period be required, this will be specified in the Brief.
- 9.8 In addition to the Price, the Company shall pay the Consultant a sum equivalent to any Value Added Tax chargeable in respect of a Project. Value Added Tax shall be shown as a separate item on the Consultant's invoice.
- 9.9 The Consultant shall be entirely responsible for the payment of all and any income tax, national insurance contributions and any similar liabilities on any Fees earned under this Contract.
- 9.10 Without prejudice to its other rights and remedies, the Company reserves the right to make no payment, or make part payment in respect of any Services of a below standard that the Company may reasonably expect.
- 9.11 The Company will not withhold any payment after the final date of payment of any sum due under this Contract unless the Company gives not later than seven days before such final date a notice specifying the amount proposed to be withheld and the ground for withholding payment or if there is more than one ground, each ground and the amount attributable to it.



- 9.12 The Consultant authorises the Company to deduct from the Fee such sums on account of any losses suffered by the Company as a result of negligence or breach of duty in the Consultant's performance of the Services.

10 Recovery of Sums Due

- 10.1 If any sum is recoverable from or payable by the Consultant under the Contract, that sum may be deducted from any sum then due or which at a later date becomes due to the Consultant under this Agreement or under any other agreement with the Company.

11 Intellectual Property and Copyright

- 11.1 The intellectual property rights (including the copyright) in any reports, documentation or materials are hereby assigned to and shall vest in the Company and the Client except as specified in the Brief. This condition shall survive the termination of the Contract.
- 11.2 Save where a Project uses documentation and materials supplied by the Company, the Consultant warrants, as far as it is aware, that none of the documentation and materials used and created as part of a Project shall infringe any patent, trade mark, registered design, copyright or other rights in industrial property of any third party.
- 11.3 The Consultant shall indemnify the Company against all actions, demands, charges, expenses and costs (including legal costs on a solicitor and Company basis) which the Company may incur as a result of or in connection with any breach of clause 11.2.

12 Health and Safety

- 12.1 The Consultant shall notify the Company of any health and safety hazards that may arise in connection with performance of the Contract.
- 12.2 The Company operates a certified Health and Safety Management system in line with ISO 45001: 2018, the Consultant should hold either an equal ISO 45001: 2018 certification, be accredited to an approved Safety Scheme In Procurement (SSIP) scheme or equivalent.
- 12.3 If the Consultant does not hold either ISO 45001: 2018, a SSIP accredited scheme or equivalent the Consultant will be required to submit details of the Consultant Health and Safety Management System for review by TEP's Health and Safety Manager for assessment.
- 12.4 Where the Consultant's Health and Safety Management System is deemed to be insufficient or in the absence of a Health and Safety Management System, the Consultant will be required to confirm receipt of the Company's Health and Safety Management System, associated procedures and safety notes and abide by them in the delivery of all Projects on behalf of the Company.
- 12.5 For Consultants required to work in accordance with the Company's Health and Safety Management System, the Consultant will be responsible for the communication of this System and associated policies to all staff engaged in the delivery of Projects on behalf of the Company.

13 Quality Management

- 13.1 The Company operates an accredited Quality Management System in line with ISO 9001:2015, the Consultant should hold equal certification.
- 13.2 If the Consultant does not hold an accredited Quality Management System in accordance with ISO 9001:2015 the Consultant will be required to submit details of the Consultant's Quality Management System for review by TEP's Quality Manager.

13.3 Where the Consultant's Quality Management System is deemed to be insufficient or in the absence of a Quality Management System, the Consultant will be required to confirm receipt of the Company's Quality Management System and associated procedures and abide by them in the delivery of all Projects on behalf of the Company.

13.4 For Consultants required to work in accordance with the Company's Quality Management System, the Consultant shall be responsible for the communication of this System and associated policies to all staff engaged in the delivery of Projects on behalf of the Company.

14 Environmental Management

14.1 The Company operates an accredited Environmental Management System in line with ISO 14001:2015, the Consultant should hold equal certification.

14.2 If the Consultant does not hold an externally accredited Environmental Management System in accordance with ISO 14001:2015 the Consultant will be required to submit details of the Consultant's Environmental Management System for review by TEP's Environmental Manager.

14.3 Where the Consultant's Environmental Management System is deemed to be insufficient, or in the absence of an Environmental Management System, the Consultant will be required to confirm receipt of the Company's Environmental Management System and associated procedures and abide by them in the delivery of all Projects on behalf of the Company.

14.4 For Consultants required to work in accordance with the Company's Environmental Management System, the Consultant shall be responsible for the communication of this System and associated policies to all staff engaged in the delivery of Projects on behalf of the Company.

14.5 The Company operates a Sustainable Suppliers Charter. All Consultants shall give due regard to the provisions of Annexe A and any subsequent revisions in the delivery of Services on behalf of the Company.

15 Drug and Alcohol TEP Policy

15.1 The Company operates a Drug and Alcohol Policy. All Consultants shall give due regard to the provisions of Annexe B and any subsequent revisions in the delivery of the Services on behalf of the Company.

16 Drug and Alcohol National Grid

16.1 Consultants instructed to deliver Projects for National Grid shall give due regard to the National Grid Drug and Alcohol Policy and complementary documentation by UK Construction, Application of Drug and Alcohol Testing included in Annexe C.

16.2 The Company shall, be entitled to request evidence from the Consultant of Drug and Alcohol Testing at any reasonable time at the Consultant's premises, the Company's premises or such other location as the Company reasonably requires. Evidence shall be provided within 24 hours.

17 Anti-bribery and Corruption

17.1 The Company operates an Anti-bribery and Corruption Policy. All Consultants shall give due regard to the provisions of Annexe D and any subsequent revisions in the delivery of the Services on behalf of the Company.

18 Data Protection

18.1 Both parties agree and warrant that they will only process data received under this Agreement and any subsequent Projects in accordance with the Data Protection Act 2018.

19 Drivers Policy

19.1 The Company operates a Drivers Policy. All Consultants shall give due regard to the provisions of Annexe E and any subsequent revisions in the delivery of the Services on behalf of the Company.



20 Confidentiality & Publicity

- 20.1 Each Party recognises that under this Contract it may receive confidential information belonging to the other.
- 20.2 Confidential information means but is not explicitly limited to the following:
- a. information which is not in the public domain and which incorporates information as to the Company or the Consultant's business, affairs, commercial or strategic planning, intentions, modus operandi, finances;
 - b. disclosed by the Company or the Consultant to the other or which the Company or the Consultant receives from any third party at the election of, or the benefit of, the other; and
 - c. all documents, advice data, proposals, projects, plans and specifications which are created by the Company or the Consultant in the course of a Project.
- 20.3 Neither Party will throughout the duration of this Agreement and for 5 years thereafter disclose to a third party (except to the extent necessary to perform its obligations under this Agreement and on a "need to know" basis) any details relating to this Agreement and any information received from the other Party. Each Party will take all reasonable steps to ensure that its employees and other persons having access to confidential information of the other Party comply with this obligation.
- 20.4 Each Party agrees to treat all confidential information belonging to the other as confidential and not to disclose such confidential information relating to the Company, the Consultant or a Project to any third party without the prior written consent of the other party and agrees not to use such confidential information for any purpose other than that for which it is supplied under this Contract either during and on cessation of the Service.
- 20.5 The obligation of confidentiality in Clause 20 will not apply to information which is or becomes public knowledge other than through breach of this Clause 20.3, or is independently developed by a Party, or is received from a third party who has full right to disclose the same, or is already in the possession of such information with full right to disclose the same before receipt from the other Party.
- 20.6 The Consultant shall, in so far as they are practicably able to, procure compliance with its obligations in respect of this Clause 20 by any relevant affiliates and/or sub-contractors or sub-consultants.
- 20.7 All media releases including those associated with Social Media, public announcements and public disclosures by the Consultant relating to this Agreement or the subject matter of this Agreement, including promotional or marketing material but not including any announcement intended solely for internal distribution or any disclosure required by legal, accounting or regulatory requirements, will be co-ordinated with and approved in writing by the Company prior to such release.
- 20.8 This Clause 20 shall survive the termination of the Agreement.

21 Conflicts of Interest

- 21.1 The Consultant shall disclose to the Company any actual or potential conflict of interest arising from a Project as soon as is reasonably practicable after becoming aware of the conflict.
- 21.2 If the Parties are unable to resolve the conflict to the reasonable satisfaction of the Company, the Company shall be entitled to terminate the Contract with immediate effect.

22 Indemnity

- 22.1 The Consultant shall indemnify and hold harmless the Company against any liability which the Company may incur to any person whatsoever and against any claims, demands, cost and/or expenses sustained, incurred or payable by the Company to the extent that the same arises by reason of any breach in Contract or any tortious act or omission on the Consultant's part (and/or an third party to whom the

Consultant has sub-contracted the performance of the Consultant's obligations or part thereof) in the performance of the Consultant's obligations under and in connection with this Contract.

23 Insurance

- 23.1 The Consultant shall maintain policies of insurance commensurate to that of the Company. Company levels of indemnity are:
- a. Employers Liability Insurance, £10 Million;
 - b. Public Liability Insurance, £10 Million; and
 - c. Professional Indemnity Insurance, £10 Million.
- 23.2 The Consultant agrees to maintain such insurances at all times until 6 years after completion of a Project, provided that such insurance continues to be available at commercially reasonable rates and upon commercially reasonable terms.
- 23.3 The Consultant shall, on request, be required to produce documentary proof that insurances satisfy the requirements of Clause 23.1.
- 23.4 If the Consultant becomes in default of its obligations to insure or continue to insure as set out in Clause 23.1, the Consultant shall pay or allow to the Company on demand any sum of money reasonably expended by the Company to effect insurance against any risk or amount in respect of which the default shall have occurred and the Company may deduct the sum (or part thereof) from any sums due or to become due to the Consultant under this Contract.
- 23.5 Any insurance required to be taken out by the Consultant under this Contract shall not include any condition which may adversely affect the rights of the Company to proceed directly against the insurers pursuant to and in the circumstances contemplated by the Third Party (Rights Against Insurers) Act 1930. The Consultant shall not compromise, settle or waive any claim which it may have under and insurance policy taken out in accordance with this Contract, in respect of any liability which the Consultant may incur under the Contract, which may in any way prejudice the ability of the Company to recover the full amount of any claim to which the Company may lawfully be entitled.
- 23.6 For the avoidance of doubt, it is agreed that nothing in Clause 23 shall relieve the Consultant from any obligations and liabilities under the Contract.
- 23.7 If the Consultant does not hold insurances commensurate to the Company, the Consultant will be afforded 'top-up' benefit of the Company's cover subject to acceptance by the Insurers. Where this occurs, specific reference is drawn to Clause 5 'Duty of Care' obligations of the Consultant. This shall not waive the Consultant responsibilities under Clause 23.

24 Remedies and Waivers

- 24.1 No delay or omission on the part of the Company in exercising any right, power or remedy provided by law or under this Contract or any other documents referred to in it shall prejudice the rights, powers or remedies of any Party contained in this Contract or operate as a waiver of any of the same.
- 24.2 A waiver by the Company of a breach of or default under any of the terms of this Contract, whether by conduct or otherwise, shall not constitute a waiver of any other previous or subsequent breach or default, shall not affect the other terms of this Contract and shall not prevent the Company from subsequently requiring compliance with the waived obligation. Any such waiver must be in writing and may be given subject to any conditions thought fit by the Company. Unless otherwise expressly stated, any waiver shall be effective only in the particular instance and only for the purpose for which it is given.
- 24.3 The single or partial exercise of any right, power or remedy provided by law or under this Contract shall not preclude or impair any other or further exercise thereof or the exercise of any other right, power or remedy.
- 24.4 The rights, powers and remedies provided in this Contract are cumulative and are in addition to and without prejudice to any rights or remedies provided by law.
- 24.5 Neither Party to the Contract shall be liable for any breach of its obligations under the Contract resulting from causes beyond its reasonable control including but not limited to, fires, labour disputes (of its own or other employees), insurrection, war, invasion, act of foreign enemies or hostilities (whether war be declared



or not), civil war, rebellion, revolution, riots, delays in transportation, inability to obtain supplies or any civil or military authority.

- 24.6 If a default due to force majeure event (as specified in Clause 24.5) shall continue for more than four weeks then the Party not in default shall be entitled to terminate the Contract. Neither Party shall have any liability to the other in respect of the termination of the Contract as a result of such an event.

25 Change Control

- 25.1 This Contract may not be varied or amended unless the variation or amendment is in writing and agreed by both the Company and the Consultant and this agreement recorded in writing.
- 25.2 For the avoidance of doubt, no payments shall be made for any services supplied by the Consultant for a Project for which no instruction has been given by the Company in accordance with this Contract.
- 25.3 The price of any variation (if applicable) shall be the fair and reasonable price taking into account the market price available to the Company for similar services.
- 25.4 If any change is agreed to anything included in the scope of Services the Company reserves the right to issue a replacement Brief and/or Purchase Order. The Terms and Conditions shall apply to any replacement Brief and/or Purchase Order in the same way as they apply to the original Brief and/or Purchase Order.

26 Assignment or Sub-Contracting

- 26.1 The Consultant shall not assign or sub-contract any part of a Project without the written consent of the Company. Any Sub-Consultants will be required to be vetted by the Company, through completion of the Company's Consultant Questionnaire. No Sub-Consultant will be given consent to provide Services until the vetting process has been fully completed.
- 26.2 The Company shall not assign, delegate, change or transfer any right or obligation under the Contract with the written consent of the Consultant.
- 26.3 Any sub-contracts entered into subject to clause 26.1, must be in writing and so far as practicable and appropriate, be in a similar form to the form of this Contract.
- 26.4 No sub-contracting of this Contract shall in any way relieve the Consultant of its obligations under the Contract. The Consultant shall be responsible for the performance and payment of any sub-contractor.
- 26.5 Where the Consultant enters a sub-contract for the purposes of performing this Contract it shall ensure that the sub-contract has a term requiring the Consultant to pay the sub-contractor within 30 days of receipt of a valid invoice.

27 Rights of Third Parties

- 27.1 This Contract shall not create any rights which are enforceable by anyone other than the Parties.

28 Termination

- 28.1 The Consultant shall notify the Company in writing immediately upon the occurrence of any of the following events:
- (where the Consultant is an individual) if a petition is presented for the Consultant's bankruptcy or a criminal bankruptcy order is made against the Consultant, or the Consultant makes any composition

or arrangement with or for the benefit of creditors, or if an administrator is appointed to manage his affairs;

- b. (where the Consultant is a firm; or a number of people acting together in any capacity) if any event in (a) or (c) of this Condition occurs in respect of any partner in the firm or any persons or petition is presented to the Consultant to be wound up as an unregistered company; or
- c. Where the Consultant is a company, if the company passes a resolution for winding-up order or the court makes an administration order or a winding-up order, or the company makes a composition or arrangement with its creditors, or an administrative receiver, receiver or manager is appointed by a creditor or by the court, or possession is taken of any of its property under the terms of a floating charge.

28.2 The Company shall be entitled to terminate this Contract by notice to the Consultant with immediate effect if:

- a. any of the events described in Condition 28.1 occur; or
- b. the Consultant has committed a material breach of this Contract which is not capable of remedy; or
- c. the Consultant has committed a material breach of this Contract which is capable of remedy but has failed to remedy such breach within thirty days of being required by the Company in writing to do so; or
- d. (where the Consultant is an individual), if he shall die or be adjudged incapable of managing his affairs.
- e. Force majeure as specified in Clause 24.5.

28.3 The Company shall be entitled to terminate this Contract at any time by giving to the Consultant not less than thirty days' notice to that effect.

28.4 Without prejudice to any other remedy, upon the occurrence of any circumstance beyond their control which prevents or significantly impedes the performance of the services, the Consultant may, by giving two weeks' notice, suspend for a period of up to twenty-six weeks the performance of the services and may when the period has expired and if still prevented from performing such services for reasons beyond their control terminate the appointment forthwith by giving further notice in respect of all or part of the services affected.

28.5 If the Company is in breach of this agreement, the Consultant may give two weeks' notice setting out the acts and/or omissions relied on as evidence of the breach of their intention to terminate the appointment. If the Company does not take expeditious steps to remedy the breach the Consultant may within the period of notice forthwith on its expiry and by further notice terminate the appointment.

28.6 If circumstances arise for which the Consultant is not responsible and which they consider make it irresponsible for them to perform all or any part of the services the Consultant shall be entitled to terminate their appointment by two week notice in respect of all or such part of the Services.

28.7 In the event of such suspension and/or termination the Company shall pay the Consultant any instalments of the fees due but unpaid plus a fair and reasonable proportion of the next following instalment commensurate with the services performed to the date of such suspension or termination plus any outstanding expenses and disbursements together with a sum for loss and costs of disruption calculated on the basis of the loss to the Consultant and costs to which the Consultant is committed in respect of planned future work and all reasonable winding-up costs associated with termination.

29 Notices

29.1 Any notice or other communication given under or pursuant to this Contract must be given in writing. Communications other than notices of termination or notices referring to dispute may be given by email. Communication must be sent to the address for communications given in Schedule A (which may be altered at any time by the altering Party giving the other Party 15 days' notice of changed address). Communications to the Company must be sent to the address given for the buyer contact in Schedule A and not to the address for invoices.

29.2 A notice of termination or referring to a dispute shall be deemed to have been received 2 working days after posting in the case of first class delivery and 4 working days after posting in the case of second class delivery unless the receiving party proves otherwise.

30 Disputes and Remediation

30.1 Before resorting to litigation, the Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this Contract.



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- 30.2 If the Parties are unable to resolve the dispute, either Party may, at any time, refer the dispute to mediation by a neutral advisor or mediator (“the Mediator).
- 30.3 If the Parties are unable to agree on a Mediator within 7 days of the request by one party to refer the dispute to mediation, they shall apply to the relevant Chartership body to appoint a Mediator.
- 30.4 The Parties shall seek to agree directions for how the mediation is conducted and, failing agreement, they shall seek directions from the Mediator.
- 30.5 If the Parties reach agreement on the resolution of the dispute the agreement shall be reduced to writing and shall be binding.

31 Additional Clauses

- 31.1 These are the standard Terms and Conditions for Consultancy Services. Clients may stipulate additional Terms and Conditions specific to a particular Project. Where additional clauses are required, these will be detailed within the Brief.

32 Governing Law

- 32.1 Unless the Brief specifies otherwise, this Contract shall be governed by and construed in accordance with the law of England and Wales and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

33 Contract Annexes

- 33.1 The following Annexes are referenced within these Terms and Conditions:

Annexe A: Sustainable Suppliers Charter
Annexe B: TEP Drug and Alcohol Policy
Annexe C: National Grid Drug and Alcohol Policy
Annexe D: Anti-bribery and Corruption Policy
Annexe E: Drivers Policy
Annexe F: Data Protection Policy
Annexe G: TEP Timesheets-Guidance for Suppliers
Annexe H: TEP Purchase Orders-Guidance for Suppliers

Contract Sign Up

I confirm that I have read and understood TEP's Contract Terms and Conditions.

I confirm that I understand that any Services issued by TEP will be subject to these Terms and Conditions, and agree to abide by them in respect of any Services undertaken on behalf of the TEP.

Date:	
Signature:	
Print Name	
Position in Company	
Name and Address of Company	

Ends



Version	Description	Authorised by	Date
Version 1.0	Original Issue	Lindsey Cunniff	05.01.2015
Version 2.0	Publicity Clause Added	Lindsey Cunniff	18.05.2015
Version 3.0	General Review	Ian Grimshaw	28.02.2020
Version 4.0	<p>The payment section updated with guidance for suppliers on timesheets and Purchase Orders. Included as Annex G and H.</p> <p>Section 18: Data Protection Policy included as an Annex F.</p>	Katie Shilcock	16.12.2020
Version 5.0	<p>Update to all policies & Annexes referred to as separate documents</p> <p>Added in signature, sign up to terms and conditions.</p>	Graeme Atherton	08.03.2022