

Andy Kendall
Head of Integrated Management Systems
Anglian Water Services Limited
Lancaster House
Lancaster Way
Ermine Business Park
Huntingdon
PE29 6XU

06 November 2023

Dear Mr Kendall

Reference number: Q740629 - Anglian Water Services Limited - CMS - Version 5.0 - Full New Application

I thank you for the opportunity to demonstrate how BSI can help your organization and am delighted to provide you with a detailed breakdown of the contract for services we discussed. Thank you for the further conversation on the 3rd November in respect of adding the further extra 6 x sites in respect of your full new complete application for certification for your CMSS (CMS – Competence Management System) Version 5.0 system. These extra sites are now listed in this agreement.

I hope you agree this contract for services is in line with your needs and the details used are accurate. If you feel that anything needs adjusting or doesn't reflect your precise requirements then please let me know. You will note the day rates are £1075.00 as per your agreed rates for this period and there is an application fee of £350.00 included which is a one-off initial fee to set up the certificate structure and it a fee that you have signed for before (e.g. for ISO 45001 application). We look forward to supporting you as always.

To guarantee a complete audit trail we ask customers to sign our contracts for services electronically. To do this simply follow the on-screen prompts to add important information and enter your details in the signature section on the Declaration page. Then just use the 'Click to sign' button to accept and return the contract for services to me. Once we receive your email we will be in touch to confirm all the necessary arrangements.

Thank you for taking the time to consider our contract for services and I look forward to hearing from you soon.

Yours sincerely,

Colin Morgan
Commerical Account Manager

BSI Assurance UK Ltd
Kitemark Court
Davy Avenue, Knowlhill
Milton Keynes, MK5 8PP
T: 07923 228340
E: colin.morgan@bsigroup.com
W: www.bsigroup.com



Contract for Services

Anglian Water Services Limited - CMS - Version 5.0 - Full New
Application

Prepared by: Colin Morgan

Reference number: Q740629

Date: 06 November 2023

Contract for services for Anglian Water Services Limited

This document has been produced based on the information provided during discussions and should accurately reflect your business need based on those facts.

This contract for services covers the following products / services:

CMSS

Before signing please review this document carefully. If for any reason you feel it needs amending, please contact us to discuss your revised requirements. AT THE END ARE THE TERMS THAT WILL GOVERN THIS CONTRACT FOR SERVICES, WHICH WE ASK YOU TO REVIEW BEFORE SIGNING.

Client details

Client name: Anglian Water Services Limited
Address: Lancaster House
Lancaster Way
Ermine Business Park
Huntingdon
PE29 6XU
GB
Company registration number:
VAT number:
Contact name: Andy Kendall
Phone number: 0345 979 4158
Email address: akendall@anglianwater.co.uk

Hybrid Audit

BSI proudly plans its audit programmes using our unique Hybrid approach, combining physical face-to-face audits, remote audits and immersive technology. Working in partnership with you, we plan your audit program to bring even more benefits to your organisation:

- **A streamlined Audit Process:**
 - BSI makes it easier to prepare, conduct and review audits across multiple roles, locations and geographies.
- **Reduced emissions and carbon footprint:**
 - With a reduced need for travel, your hybrid audit program can contribute significantly toward your organisation's sustainability targets.
- **Global Access to our experts:**
 - Extended access to high demand and niche areas, allowing you to solve problems, reduce complexity and add value.
 - Visit our website today to learn more about our Hybrid Audit Programme.

Special notes

The terms stated in agreement titled Management System Assessments (Audits and Certification) [PA 2021/0245] dated February 2022 (the Agreement) shall apply for this proposal. In the event of a contradiction between the terms of this proposal and the Agreement, the terms within the Agreement shall take precedence.

System certification

Executive summary of system certification fees

This section outlines headline costs and grand total for the system certification scheme(s) you have requested. Subsequent sections provide more detailed breakdowns by individual scheme, year and category of cost.

CMSS

| Description | Price (GBP) |
|---|-------------|
| Cost before BSI issue certificate | 10,025.00 |
| Year 1 – cost including all annual fees | 5,375.00 |

CMSS summary of costs

The Appendix shows the list of sites selected for assessment. Any other sites in scope for which information was provided as part of this contract for services will appear on the certificate.

| Description | Quantity | Average Unit Price | Price (GBP) |
|---|----------|--------------------|-------------|
| CMSS - Initial - Application fee | 1 | 350.00 | 350.00 |
| CMSS - Initial - Stage 1 - Assessment visit | 1 | 1,075.00 | 1,075.00 |
| CMSS - Initial - Stage 2 - Assessment visit | 7 | 1,075.00 | 7,525.00 |
| CMSS - Initial - Assessment planning | 1 | 1,075.00 | 1,075.00 |
| CMSS - Year 1 - Annual management fee | 1 | 0.00 | 0.00 |
| CMSS - Year 1 - Assessment visit | 5 | 1,075.00 | 5,375.00 |

Please refer to the important pricing information section, found before the declaration, for additional notes on annual management fees, half-day supplements, travel and subsistence costs.

Important pricing information

General

- The terms including pricing set forth in this quotation for services shall expire 30 days following the date hereof unless accepted in its entirety prior to the expiration date.
- All applications will be subject to a credit check on your organisation, the result of which may require some initial fees to be paid in advance.
- Prices quoted are correct at the date of preparation of this document. We will advise you of any changes in price in advance of an alteration being applied.
- All prices quoted are exclusive of VAT and any other taxes which will be charged at the prevailing rate where applicable.

System certification

- Precertification review (Gap Analysis) is optional and will be evaluated separately from the initial assessment days.
- The time taken for initial stages can vary and is made up of two assessment visits called Stage 1 and Stage 2.
- Stage 1 must be undertaken within 12 months of your application.
- Stage 2 must be completed within 4 months of Stage 1 for most standards.
- The audit time (audit days) was determined and justified based on information you provided. This included (but was not limited to) scope, effective number of personnel, number of sites, risk category and complexity. A more detailed explanation can be obtained by contacting your BSI sales representative.
- Additional audits (major non-conformity close out visits) will be charged at our standard day rate for the quoted scheme(s) unless stated otherwise in the Special Notes section.
- The time required to undertake annual surveillances shown in this contract for services and associated costs are based on the information you have supplied. Our assessor will review these during the initial stages and advise if they need to be adjusted based on their findings.
- Recertification takes place at the end of year 3. Costs and durations will be confirmed after a review nearer the time (at least 3 months before your recertification).

Declaration

We are BSI Assurance UK Limited, a company incorporated in England and Wales with registration number 7805321, with our registered address at 389 Chiswick High Road, London, W4 4AL, United Kingdom. Our business address is Kitemark Court, Davy Avenue, Knowlhill, Milton Keynes, MK5 8PP, United Kingdom. We will correspond with you from this address.

For BSI Assurance UK Limited



Matt Page
UK Managing Director

By signing below, you accept this contract for services reference Q 740629

For Anglian Water Services Limited

Authorized signature (please sign):

Print name:

Position:

Date:



A.kendall (Nov 6, 2023 12:14 GMT)

A.kendall

Head of IMS

06 November 2023



Appendix

Anglian Water Services Limited - CMS - Version 5.0 - Full New
Application

Prepared by: Colin Morgan
Reference number: Q740629
Date: 06 November 2023

System certification

CMSS

Scope statement

The operation of a competence management system for the management and operation of sites with a waste management permit.

Site(s) selected for assessment

Days shown in the following table are only those 'formal' assessment days required before the certificate is issued by BSI and the sites they relate to. Stage 2 / Other includes any initial Extension to Scope or Transfer Assessment visits.

| Country | City | Address | Registration path | Stage 1 | Stage 2 / Other |
|---------|---------------|--|-------------------|---------|-----------------|
| GB | Huntingdon | Lancaster House Lancaster Way Ermine Business Park | New Registration | 1 | 2 |
| GB | Lincoln | Canwick STW Washingborough Road | Other | 0 | 1 |
| GB | Ipswich | Cliff Quay WRC Raeburn Road South | Other | 0 | 1 |
| GB | Milton Keynes | Cotton Valley WRC Pineham | Other | 0 | 1 |
| GB | Lincoln | Enterprise House Witham Park Waterside South | Other | 0 | 1 |
| GB | Norwich | Whitlingham WRC Kirby Bedon Road Trowse | Other | 0 | 1 |

The following sites are also included in this application –

Basildon WRC, Courtauld Road, Basildon,
SS13 1DB, United Kingdom

Cambridge WRC, Cowley Road, Cambridge, CB4 0AP,
United Kingdom

Chelmsford STW, Brook End Road, Chelmsford,
CM2 6NX, United Kingdom

Colchester WRC, Haven Road, Colchester,
CO2 8HT, United Kingdom

Pyewipe WRC, Moody Lane, Grimsby, DN31 2SY,
United Kingdom

Harwich STW, Ray Lane, Harwich, CM2 6NX,
United Kingdom

Kings Lynn WRC, Clockcase Lane, Clenchwarton, Kings Lynn,
PE34 4BZ, United Kingdom

Great Billing WRC, 23 Crow Lane, Little Billing, Northampton,
NN3 9BX, United Kingdom

Thorpe Wood House, Thorpe Wood, Peterborough,
PE3 6WT, United Kingdom

Flagfen WRC, Fengate, Peterborough, PE1 5QR,
United Kingdom

Thetford WRC, Off the A11, Thetford, IP24 1DS,
United Kingdom

Tilbury WRC, Fort Road, Tilbury, RM18 7NR,
United Kingdom

Broadholme WRC, Ditchford Lane, Wellingborough,
NN8 1RR, United Kingdom

Sawston STW, Cambridge Road, Cambridge,
CB22 3DG, United Kingdom

Stamford STW, Uffington Road, Stamford,
PE9 3DU, United Kingdom

March STW, March, PE15 0BU, United Kingdom

Teversham STW, High Street, Cambridge, CB1 9BJ,
United Kingdom

Rayleigh-West STW, Off Beeches Road, Rayleigh,
SS6 8UG, United Kingdom

Clare STW, Sudbury, CO10 8PF, United Kingdom

Tetney-Newton Marsh STW, Newton Marsh, Grimsby,
DN36 5UW, United Kingdom

Poppyhill WRC, Cambridge Rd, Lanford, Beds, SG18 9PS

Spalding WRC, West Marsh Rd, Spalding, Lincs, PE11 2BB

Boston WRC, Scalp Rd, Fishtoft, Boston PE21 0SH

Sudbury WRC, Brundon Lane, Sudbury, Suffolk, CO10 1XR

Chalton, Luton Rd, Chalton, Beds, LU4 9UQ

Whilton WRC, Whilton Locks, Daventry, Northants, NN11 5NW



Management System Assessments (Audits and Certification)

[PA 2021/0245]

February 2022

AGREEMENT

This Agreement is between:-

- (1) **Anglian Water Services Limited** (company number 2366656) whose registered address is at Lancaster House, Lancaster Way, Huntingdon, Cambs PE29 6XU ("**Anglian Water**"); and
- (2) **BSI Assurance UK Limited** (Company Number 07805321) whose registered address is at 389 Chiswick High Road, London, W4 4AL ("**the Supplier**")

IT IS HEREBY AGREED AS FOLLOWS:

- 1 This Agreement is for the supply of external assessment and certification services as more particularly described in the Specification and is for the supply of Services.
- 2 In consideration of £1, receipt of which is hereby acknowledged by the Supplier, the Supplier shall sell and Anglian Water shall purchase such quantities of the Services as Anglian Water may from time to time request in accordance with the terms and conditions set out herein.
- 3 The Supplier agrees and acknowledges that it is appointed by Anglian Water to provide the Services on a non-exclusive arrangement and further that Anglian Water may procure any of the Services from any other person without the consent of or any liability whatsoever toward the Supplier.
- 4 This Agreement shall commence upon the date of last signature of this Agreement ("**Effective Date**") and shall continue in force for a period of 4 years ("**Initial Term**") unless terminated by either party in accordance with the terms of this Agreement.
- 5 Notwithstanding clause 4 of this Agreement, but subject to termination provisions set out herein, and subject to the satisfactory performance of the Supplier, Anglian Water may elect at its sole discretion to extend this Agreement in whole or in part by 4 further periods of one year each or for any alternative periods and not expiring later than 8 years from the Effective Date ("**Extended Term**").
- 6 In the event that Anglian Water elects to extend this Agreement in accordance with clause 5 above, Anglian Water shall give the Supplier not less than 3 months prior written notice before the expiry of 4 years from the Effective Date.
- 7 This Agreement shall consist of the terms set out herein together with:
 - (a) Specific Terms and Conditions of Contract (Schedule 1); and
 - (b) General Terms and Conditions of Contract for the supply of Services to Anglian Water (Schedule 2); and
 - (c) General Health and Safety Requirements (Schedule 3); and
 - (d) Specification (Schedule 4); and

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- (e) Pricing (Schedule 5); and
 - (f) Supplier and Framework Management (Schedule 6); and
 - (g) Supplier Terms and Conditions applicable to the provision of training services (Schedule 7); and
 - (h) All and any other documents annexed to this Agreement or referred to in any of the foregoing Schedules.
- 8 In the event of any conflict or inconsistency between the Agreement documents, they shall take precedence in the order in which they are shown in Clause 7 above.
- 9 This Agreement shall apply to each purchase of Services by Anglian Water (whether or not this Agreement is referred to in the Purchase Order) and neither party shall be bound by any variation to the terms of this Agreement unless expressly agreed in writing and signed by a duly authorised representative of each party. Any oral or informal agreement to amend this Agreement shall be subject to contract unless and until such agreement is confirmed in writing by both parties

Signed by a duly authorised

Signed by a duly authorised

Representative for and on behalf of

Representative for and on behalf of

Anglian Water

The Supplier

Signature:

Kate Jordan

Signature:

mat page

Name:

Kate Jordan

Name:

mat page

Title:

Procurement Manager

Title:

MD BSI Assurance, UK&I

Date:

11-02-2022

Date:

11-02-2022

Schedule 1 - Specific Terms and Conditions**1. Definitions**

- 1.1. In addition to the definitions set out in Standard Terms and Conditions (Schedule 2), the following words shall have the following meanings:

“BSI Connect Portal Plus software subscription” means a subscription based, ready-to-use software solution for managing audits, findings and actions.

“UKAS” means United Kingdom Accreditation Service

2. Provision of the Services

- 2.1. The Supplier shall provide the Services in accordance with the provisions of this Agreement

3. Anglian Water’s Obligations

- 3.1. Anglian Water agrees:

- a) To provide the Supplier and its accreditation bodies with access to information and facilities reasonably necessary to provide the Services;
- b) Maintain its management system(s) in compliance with the relevant standard(s), assessment schemes and specifications which have been notified in writing to Anglian Water by the Supplier under this Agreement;
- c) To comply with the Supplier’s rules governing the use of the Supplier’s management system schemes’ marks and accreditation body marks provided that such rules have been notified to Anglian Water in writing; and
- d) To advise the Supplier of changes to the approved management system which are reasonably likely to affect the management system’s compliance with the criteria referred in sub paragraph (b) above, prior to making the changes.

4. The Supplier’s Obligations

- 4.1. In addition to the obligations set out in Schedule 2, in performing the Services hereunder, the Supplier shall:
- a) Maintain accreditation with UKAS in respect of all the applicable standards, specifications and assessment schemes set out in the Specification;
 - b) carry out the assessments in line and compliance with the UKAS Assessment Cycle Methodology; and
 - b) Issue on completion of a satisfactory assessment, a Certificate of Approval.

5. Certificate of Approval and Complaints against Anglian Water

- 5.1. The Certificate(s) of Approval are valid from the original date of approval subject to the findings from routine surveillance visits proving satisfactory.
- 5.2. The Certificate of Approval remains the property of the Supplier. In the event of the approval lapsing or being withdrawn, it is the responsibility of Anglian Water to destroy the Certificate.
- 5.3. In the event of complaints received against Anglian Water within the scope of this Agreement, which prove on investigation to be well founded by Anglian Water, the Supplier will carry out either one or a series of the following actions:-
- a) Require corrective action to be implemented within a specified time;
 - b) Suspend its approval and require corrective action to be implemented within a specified time;

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- c) Withdraw its approval if the requested corrective action has not been taken within the specified time; and/or
- d) Withdraw the approval in the event of complaints of a highly serious nature where corrective action is deemed unsuitable and not specified.

6. Business Continuity

- a) The Supplier shall at all times keep and maintain business continuity plans (including any disaster recovery) in accordance with Best Practice. The Supplier shall carry out a comprehensive review of such plans at least once a calendar year and shall certify such compliance to Anglian Water. The Supplier shall promptly notify Anglian Water of any material changes to its business continuity plans to the extent that they are relevant to the performance of this Agreement. Upon request by Anglian Water at any time, the Supplier shall provide copies of its current business continuity plans to Anglian Water.
- b) The Supplier shall invite Anglian Water to attend and witness any testing that the Supplier may elect to carry out in respect of its business continuity plans.

7. Handover

- a) Within 3 months of the Effective Date, the Supplier will prepare and submit to Anglian Water a handover plan specifying how it will assist in an orderly professional handover of the Services on termination or expiry of this Agreement (“Handover Plan”).
- b) If Anglian Water has reasonable objections to the contents of the Handover Plan, it will specify those areas that require revision. The Supplier will submit a revised plan within 10 Working Days. This procedure will be repeated until the Handover Plan is agreed by the parties.
- c) Within 30 days of the end of each contract year or within a mutually agreed period, the Supplier shall review the Handover Plan to ensure it is up to date and capable of being implemented at any time, and shall reflect any changes in the Services and the methods of providing the Services. Upon completion of such review, a copy showing all the revisions shall be provided to Anglian Water for audit and approval and further revisions (Anglian Water acting reasonably).
- d) The Handover Plan shall come into effect during the 12 months preceding the expiry of the Initial Term (if no prior notice to extend has been given) or; as and when required by Anglian, during any contract year which forms part of the Extended Term until expiry of the Agreement or; if the Agreement is otherwise terminated earlier, during the period starting on the date the termination notice is served and ending 12 months from the date of the termination notice is served (the “Handover Period”)
- e) The Supplier will perform its obligations as specified in the Handover Plan and the parties shall diligently undertake and complete all termination assistance obligations by the end of the Handover Period (or any mutually agreed extension). There shall be no additional charges for carrying out the Handover Plan.

8 Amendments

8.1 The specified Schedules shall be amended as follows:

| Clause Reference | Amendment |
|-------------------|---|
| 4.2 of Schedule 2 | <p>Shall be deleted and replaced with:</p> <p>“Prior to the date(s) for performance of any Services, Anglian Water (acting reasonably) may, alter such date(s), places for performance and details of the Services upon giving the Supplier 30 days’ notice in writing of any such alteration. Within seven days of receipt of such notice, and in any event prior to performance, the Supplier shall give Anglian Water notice in writing, if any such alteration affects the price agreed for the Services, and in the absence of any such notice from the Supplier, no change shall be made to the price originally agreed.”</p> |
| 4.3 of Schedule 2 | <p>New clause to be added as follows:</p> <p>“If either party postpones or cancels a scheduled visit within 30 days’ of an agreed visit date; the other party reserves the right to levy a charge equal to a full site visit in respect of the postponed or cancelled visit. For the avoidance of doubt, no sums shall be due under this clause to the extent that such postponement or cancellation arose due to a Force Majeure Event or, in the case of Anglian Water, an operational emergency / incident.”</p> |
| 5.1 of Schedule 2 | <p>Shall be deleted and replaced with:</p> <p>“The Supplier shall use best endeavours to perform the Services in accordance with the dates and times agreed between the parties in writing (whether in a Purchase Order or otherwise).”</p> |
| 6.5 of Schedule 2 | <p>Shall be deleted and replaced with:</p> <p>“The Supplier shall promptly provide Anglian Water, its external advisers, auditors or any regulator copies of, the records, books, accounts and other relevant information relating to the Services, at any reasonable time and upon reasonable notice.”</p> |
| 9.2 of Schedule 2 | <p>Shall be deleted and replaced with:</p> <p>“Without prejudice to any other provision of this Agreement, Anglian Water shall have the right at any time and for any reason to terminate the Agreement in whole or in part by giving the Supplier not less than 3 months’ written notice whereupon all work under this Agreement shall be discontinued and Anglian Water shall pay to the Supplier fair and reasonable compensation for any work-in-progress at the time of termination but such compensation shall not include loss of anticipated profits or any consequential loss.”</p> |

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|--------------------|--|
| 10.4 of Schedule 2 | <p>Shall be deleted and replaced with:</p> <p>“In the event that the Supplier fails to comply with the provisions of clause 10.3 above then the Supplier hereby grants Anglian Water the right to enter upon the Supplier's premises giving the Supplier reasonable notice in writing and remove any items that are the property of Anglian Water.”</p> |
| 11.4 of Schedule 2 | <p>Insertion of a new clause 11.4 which shall read as follows:</p> <p>“Subject to clauses 11.1 and 11.3 above, but notwithstanding any other provision in any terms and conditions forming part of this Agreement to the contrary, each party’s total aggregate liability for any and all loss or damage arising under or in connection with this Agreement whether based in contract, tort (including negligence), strict liability, indemnity or otherwise</p> <p>(a) in respect of any claims relating to tangible property damage and/or intellectual property infringements (including but not limited to claims relating to breach of clause 14.5 and clause 14.6), shall not exceed £5,000,000;</p> <p>(b) in respect of any other claims which may arise hereunder shall not exceed £1,000,000.</p> |
| 14 of Schedule 2 | <p>Shall be deleted and replaced with:</p> <p>14.1 All Intellectual Property Rights in any information or material introduced by one Party to the other Party pursuant to this agreement shall remain the property of the Party that owned such Intellectual Property Rights prior to such introduction.</p> <p>14.2 The Supplier will at all times remain the owner of all certificates and reports that it issues pursuant to the Services. The Supplier grants to Anglian Water a limited, non-exclusive licence to display a certificate issued by the BSI for so long as it remains valid, either under the terms of this Agreement. This licence is extended to the display of any accompanying Supplier logo relevant to the Services at Anglian Water’s site(s) or broadcast in any manner for so long as the relevant certificate remains valid. Anglian Water may not sub-license or transfer the right to display any certificate issued by the Supplier or containing the Supplier’s logo to any other party. The Supplier may not amend the content or change the appearance of the certificate or the Supplier’s logo. This licence ends on expiry or termination for any reason of the relevant certificate.</p> <p>14.3 Pursuant to the Services, the Supplier may refuse to issue any certificate or other document verifying compliance with any law, standard, rule or scheme or revoke or suspend such issued certificate or other document, if in its reasonable opinion Anglian Water does not comply with the requirements of the obligations under this Agreement, or uses the Services in such a manner that the Supplier may consider acting reasonably may be misleading or that may bring the Supplier into disrepute.</p> |

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|------------------------|--|
| | <p>14.4 Any report issued by the Supplier must not be amended, abridged or presented in any form other than that issued in final form by the Supplier.</p> <p>14.5 The Supplier shall have no liability for any third party claims that arise from Anglian Water's improper use of the audit reports or certification results which is not in accordance with the terms of this Agreement or for the purpose for which the audit reports or certification results were provided by the Supplier to Anglian Water and, subject to clause 11.4 Anglian Water agrees to indemnify the Supplier against all costs, losses, expenses, including reasonable legal fees, and proceedings suffered or incurred by the Supplier arising out of or relating to a third party's reliance on the reports or certification results disclosed by Anglian Water.</p> <p>14.6 The Supplier shall indemnify Anglian Water in full against any claim made by a third party for actual or alleged infringement of the third party's intellectual property rights arising out of the provision of the Services."</p> |
| 16.1 (a) of Schedule 2 | <p>Shall be deleted and replaced with:</p> <p>a) public liability insurance in the sum of £10,000,000 for each and every occurrence and / or series of occurrences arising out of one source or original cause; and</p> |
| 21.4 of Schedule 2 | <p>Shall be deleted and replaced with:</p> <p>"Subject to clause 21.6, Anglian Water shall not, assign any or all of its rights and/or or obligations under this Agreement to any other company or person without the prior consent of the Supplier."</p> |
| 21.6 of Schedule 2 | <p>Insertion of a new clause 21.6 which shall read as follows:</p> <p>"Anglian Water may at any time, without the Supplier's consent, assign any or all of its rights and/or obligations under the Agreement to an Anglian Group Company upon giving written notice to the Supplier."</p> |
| 24.3 of Schedule 2 | <p>Shall be deleted and replaced with:</p> <p>"If any claim, assessment or demand is made against Anglian Water by those who are engaged by or under the control of the Supplier for payment of income tax or national insurance contributions or other similar contributions due in connection with either the performance of the Services or any payment or benefit received by the Supplier and/or any individuals involved in providing the Services, the Supplier will, where such recovery is not prohibited by law, indemnify Anglian Water against any liability, assessment or claim together with all costs and expenses and any penalty, fine or interest incurred or payable or paid by Anglian Water in connection with or in consequence of any such liability, assessment or claim."</p> |
| 3.5 of Schedule 3 | <p>Shall be deleted and replaced with:</p> |

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|--------------------|---|
| | <p>“Anglian Water reserves the right at its cost to carry out an annual (or as required where health and safety concerns have been raised) audit of the contractor’s H&S management, to assess compliance with Anglian Water health and safety standards and other requirements of relevant occupational health and safety legislation. Such audits shall be limited to Anglian Water, its external advisors, auditors or any regulators being provided with information relating to the Services.”</p> |
| 4(d) of Schedule 6 | <p>Shall be deleted and replaced with:</p> <p>“A meeting shall take place within one month post annual assessment completion (“Annual Review Meeting”) unless agreed by both parties, the agenda for which shall include but not be limited to the following:</p> <ul style="list-style-type: none"> i) performance over the preceding year / annual assessment; ii) initiatives / challenges for the coming year; iii) indicative (non binding) forecast volumes and costs for the following 12 months; iv) review of assessor performance to ensure that they are still fit for purpose assessing the assessor’s time keeping and good assessment report drafting/updating through assessment process, no unsafe behaviour, assessors’ ability to meet Anglian water’s Purpose and Values (professional and personal behavior), assessor’s general conduct whilst on visits to include general communication between all parties, identification of trends, consistency of approach in relation to identification and raising findings; v) Health & Safety, Quality, Environmental, Commercial and Customer Service Assurance. |
| 8 of Schedule 6 | <p>Shall be deleted and replaced with:</p> <p>“The Supplier agrees that where Anglian Water requests, they shall co-operate with any audit, whether internal or external, that Anglian Water wishes to conduct under this Agreement. Such audits shall be limited to Anglian Water, its external advisors, auditors or any regulators being provided with copies of, the records books, accounts and other information relating to the Services.”</p> |

Schedule 2**General Terms and Conditions of Contract
for the Supply of Services to Anglian Water****2. Definitions**

2.1. Under the Agreement, the following terms shall have the following meaning:

- a) **"Account Manager"** means the Supplier's representative nominated to act on behalf of the Supplier and to manage and co-ordinate the performance of the Supplier's obligations under this Agreement;
- b) **"Anglian Water's Health and Safety Policy"** means Anglian Water's health and safety policy (as amended from time to time);
- c) **"Anglian Group"** means AWG Parent Co Limited company number 3936645 and its subsidiary undertakings, its ultimate holding company and the direct and indirect wholly owned subsidiaries of such holding company, each being an **"Anglian Group Company"** (as the terms "subsidiary" and "holding company" are defined in the Companies Act 2006)
- d) **"Applicable Laws"** means all applicable laws, regulations, regulatory requirements, directives, orders and codes of practice of any relevant jurisdiction, as amended and in force from time to time;
- e) **"Best Practice"** means the exercise of that degree of diligence, prudence, foresight, care and skill which would reasonably and ordinarily be expected from a skilled and experienced supplier of the Services where such skilled and experienced supplier (seeking in good faith to comply with his contractual obligations and all applicable laws) was engaged in the same type of activities and services, and in the same or similar circumstances and conditions as those envisaged by this Agreement;
- f) **"Confidential Information"** means (i) any personal data and (ii) any other information which is marked as "Confidential" or "Proprietary" or ought reasonably to be considered confidential given the nature of the information or the circumstances of disclosure which may include ideas, concepts, trade secrets or knowledge of any other kind whether commercial, financial or technical;
- g) **"Data Protection Legislation"** means all applicable data protection and privacy legislation, regulations and guidance including Regulation (EU) 2016/679 (the "General Data Protection Regulation" or "GDPR"), the Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2011 and any guidance or codes of practice issued by the European Data Protection Board or Information Commissioner from time to time (all as amended, updated or re-enacted from time to time).
- h) **"Due Diligence"** means the due diligence undertaken by Anglian Water on the security and data processing systems of the Supplier
- i) **"Force Majeure Event"** means in relation to either party, any act, event or circumstance or combination of acts, events or circumstances, the cause of which is neither of such party's making nor within that party's reasonable control which could not reasonably be planned for or avoided, including, without limitation, acts of God, acts of any

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governmental or supra-national authority, war or national emergencies, riots, civil commotion, fire, explosion, flood, epidemic or pandemic;

- j) **“Framework Suppliers”** means the group of suppliers, including the Supplier, who have been awarded contracts for the supply of Services within scope of this Agreement.
 - k) **“Framework Manager”** means Anglian Water’s nominated framework manager (as amended from time to time) who shall be responsible for the overall management of the framework (including the Supplier and other stakeholders), the identity of whom and contact details shall be notified to the Supplier from time to time;
 - l) **“Intellectual Property”** means any patent, registered design, copyright, database right, design right, topography right, trade mark, service mark, application to register any of the aforementioned rights, trade secret, right in unpatented know-how, right of confidence and any other intellectual or industrial property right of any nature whatsoever in any part of the world;
 - m) **“Purchase Order”** means an order on Anglian Water’s standard printed form (or if by telephone, quoting an Anglian Water Company Barclaycard number) or in any standard electronic form which Anglian Water may use from time to time for ordering goods and/or Services;
 - n) **“Services”** means the services supplied by the Supplier (if any) under this Agreement in accordance with the Specification;
 - o) **“Specification”** means the specification set out schedule 4;
 - p) **“Standard Terms and Conditions”** means the terms and conditions set out in this schedule;
 - q) **“Working Day”** means a day upon which the London clearing banks are open for business.
- 2.2. The headings in this Agreement are for ease of reference only and shall not affect the interpretation of this Agreement.
- 2.3. Any reference to statutes or statutory provisions shall include a reference to that statute or statutory provision as from time to time amended, extended, modified or re-enacted.
- 2.4. Any reference to the “Supplier” shall include the Supplier’s officers, employees, agents and sub contractors (unless the context expressly states otherwise).
- 2.5. Any phrase introduced by the terms “including”, “include”, “in particular”, “such as” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 3. Terms and Conditions**
- 3.1. These Standard Terms and Conditions (as amended if expressly agreed by the parties and shown in Schedule 1) shall prevail over the Supplier’s terms and conditions and Anglian Water shall not be bound by any standard terms provided by the Supplier unless the Supplier specifically states in writing separately from such terms that it intends such terms to apply and Anglian Water expressly acknowledges in writing that such terms will apply.
- 3.2. No terms or conditions endorsed upon, delivered with or contained in any quotation, acknowledgement, acceptance of order, invoice or similar document will form part of any contract for the sale and purchase of the Services and the Supplier waives any right which

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it otherwise might have to rely on such terms and conditions. For the avoidance of doubt, any terms and conditions attached to the Purchase Order shall also be excluded from the Agreement.

- 3.3. The Supplier represents and warrants that all written statements and representations in any written submissions made by the Supplier as part of the procurement process, including without limitation its response to the request for information and request for proposal / quotation (if applicable) and any other documents submitted as part of the procurement process remain true and accurate except to the extent that such statements and representations have been expressly superseded or varied by this Agreement or to the extent that the Supplier has otherwise disclosed to Anglian Water in writing prior to the date of this Agreement. If at any time either party becomes aware that such representation is untrue or is misleading (“Notification”), it shall promptly notify the other party in sufficient detail to enable the other party to make an accurate assessment of the situation. In the event of any Notification under this clause, Anglian Water reserves the right to terminate this Agreement forthwith on written notice to the Supplier

4. Ordering

- 4.1. No guarantee is given as to the minimum or actual total value of Services to be provided during the period of this Agreement. All Services will be procured by Anglian Water as and when required.
- 4.2. Prior to the date(s) for performance of any Services, Anglian Water (acting reasonably) may alter such date(s), places for performance and details of the Services upon giving the Supplier reasonable notice in writing of any such alteration. Within seven days of receipt of such notice, and in any event prior to performance, the Supplier shall give Anglian Water notice in writing, if any such alteration affects the price agreed for the Services, and in the absence of any such notice from the Supplier, no change shall be made to the price originally agreed.

5. Time of Delivery or Performance

- 5.1. Any time or period for delivery or completion of Services agreed between the parties in writing (whether in a Purchase Order or otherwise) shall be of the essence. Failure to deliver or complete the Services within the specified time shall entitle Anglian Water, at its option, and without prejudice to its other rights and remedies, to treat such failure as a fundamental breach of contract so as to release Anglian Water from any obligation to accept the Services or pay for them, and /or entitle it to cancel by notice in writing to the Supplier all or part of any order in relation to the Services.
- 5.2. In the event that Anglian Water orders any Services hereunder and the Supplier is unable to provide such Services within the agreed time, the Supplier shall notify the individual placing the order as soon as he becomes aware that he is not able to meet the agreed delivery date.
- 5.3. In the event that the Supplier is unable to provide such Services, then without prejudice to any rights or remedies hereunder, Anglian Water reserves the right to seek an alternative

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supplier and any reasonable additional costs incurred resulting therefrom shall be payable by the Supplier.

6. Compliance with Standards

6.1. The Supplier shall comply with

- a) all Applicable Laws affecting the performance of the Agreement; and
- b) Anglian Water's Health and Safety policy (a copy of which will be provided to the Supplier on request) and the requirements set out in Schedule 3; and
- c) Anglian Water's Third Party Code of Connection (a copy of which will be provided to the Supplier upon request) where the Supplier processes or has access to Anglian Water information or information technology; and
- d) Anglian Water's drug and alcohol abuse policy in respect of the Supplier's staff who have access to Anglian Water sites in delivering the Services hereunder (a copy of which will be provided to the Supplier upon request).

6.2. In performing this Agreement, the Supplier shall maintain a quality assurance system and quality control procedures in accordance with good industry practice and shall as a minimum, comply with ISO9001:2015 or equivalent industry practice.

6.3. All Services supplied shall be performed by appropriately qualified and trained personnel, with due care and diligence and in accordance with Best Practice and applicable water industry competency coding's.

6.4. In carrying out its rights and obligations hereunder, both parties shall commit to facilitating timely approvals to ensure the provision of the Services are not unduly delayed

6.5. Anglian Water may inspect or arrange for the inspection of all or any of the Services in the course of performance, at the Supplier's premises, or the premises where the Services are being provided, at any reasonable time and upon reasonable notice. Anglian Water shall comply with the Supplier's reasonable instructions which it is made aware of when carrying out any such inspection.

7. Supplier's Personnel

7.1. Anglian Water reserves the right to refuse to admit to premises occupied by or on behalf of Anglian Water any person employed by the Supplier, or by a sub-contractor, whose admission would be undesirable in the opinion of Anglian Water. The decision of Anglian Water as to whether any person is to be refused admission to its premises shall be final and conclusive.

7.2. If, and when directed by Anglian Water, the Supplier shall provide a list of the names of all persons who may at any time require admission to any premises occupied by or on behalf of Anglian Water in connection with the performance of the Agreement.

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7.3. Unless otherwise expressly agreed in writing, the Supplier shall ensure that the provision of the Services is managed so that there is no relevant transfer (within the meaning of the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("Regulations"), upon termination or expiry of this Agreement. The Supplier shall indemnify and shall keep Anglian Water indemnified in respect of any loss or damage suffered by Anglian Water or any new supplier in the event of a breach of this clause or in the event that the Supplier fails to co-operate or provide timely, accurate and or up to date information following any reasonable request for information made by Anglian Water, relating to the possible application of the Regulations upon termination of this Agreement.

8. Price and Payment

8.1. All prices quoted by the Supplier for the supply of Services shall be in accordance with the prices set out in the Agreement which include the cost of all necessary works and processes required to ensure that the Services comply with the terms of the Agreement.

8.2. The Supplier shall submit an invoice for Services at the intervals set out in the Agreement. In the event that no such intervals are set out in the Agreement, the Supplier shall submit an invoice for the Services upon proper completion of the Services.

8.3. The Supplier shall ensure that all prices and the Purchase Order number are correctly quoted on the invoice and comply in all respects with the terms of the Agreement.

8.4. Payment is due to the Supplier from the date Anglian Water receives a correctly raised invoice at Anglian Water Services Ltd, Thorpe Wood House, Peterborough, Cambs, PE3 6WT (marked for the attention of the payments section) ("Payment Due Date").

8.5. Anglian Water shall have no liability to pay for the Services supplied unless the Supplier shall invoice Anglian Water for the Services within 12 months of the date specified for completion of the relevant Services.

8.6. Subject to the Supplier complying with all the terms and conditions of the Agreement, payment will be made by Anglian Water on or before the final date for payment which is by the end of the calendar month following the calendar month in which the Payment Due Date arose.

8.7. Payment shall not operate as a waiver of any of the rights of Anglian Water under the Agreement.

8.8. All payments shall be payable and made in pounds sterling. Where any tender is made in any other currency, the rate of exchange applicable for the period of the Agreement shall be that set out in the Agreement or, if there shall be no such provision, that prevailing at the date of acceptance of the tender by Anglian Water, or if more favourable to Anglian Water, that prevailing at the date of payment.

8.9. If Anglian Water fails to pay any sum due and payable to the Supplier in full by the final date for payment and no notice of intention to withhold payment is given, then the Supplier

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shall be entitled to charge Anglian Water interest, at a rate of 3% per annum above the Bank of England base rate from the final date for payment until actual payment provided always that

- a) there is no dispute relating to the invoice; and / or
- b) the Supplier has notified the payments section team leader of Anglian Water and / or the Framework Manager in writing (excluding any reminder by way of statement of account) that the invoice has not been paid and that it intends to invoke the provisions of this clause; and
- c) such invoice remains unpaid 14 days after receipt of such notification under clause 8.9 **b)** above.

8.10. The parties agree that the Supplier's right to charge interest in accordance with clause 8.9 shall be the Supplier's sole remedy in respect of Anglian Water's late payment save that where repeated failure to pay amounts to a material breach, nothing in this clause shall prevent the Supplier from exercising its rights under clause 9 (termination). It is acknowledged that clause **8.9** constitutes a substantial remedy for the purposes of Section 9(1) of the Late Payment of Commercial Debts (Interest) Act 1998.

8.11. Subject to prior written notice being given to the Supplier, Anglian Water shall be entitled to set off against any invoice any amount due to it from the Supplier under this Agreement. The Supplier shall have no right of set off under this Agreement.

8.12. All sums payable by or to Anglian Water or the Supplier are exclusive of Value Added Tax ("VAT"). Where VAT is chargeable on such sums, the payer shall pay, upon production of a valid VAT invoice by the payee, such VAT in addition to such sums.

8.13. If the Supplier fails to carry out its obligations under this contract and Anglian Water employs some other person to fulfil them, and a payment in respect of VAT is made or falls to be made to that other person, then Anglian Water shall be entitled to recover from the Supplier any VAT (which it is not otherwise able to recover) additional to what it would have paid had the Supplier carried out its obligations under this contract.

8.14. Where a party is liable to reimburse or indemnify the other party for costs incurred by that other party, the amount to be paid shall not include any VAT charged on such costs, save where the payee is unable to recover such VAT from HM Customs & Excise as input tax

9. Termination

9.1. This Agreement and / or any order hereunder, may be terminated in whole or in part by written notice forthwith:

- a) by either party if the other party defaults by failing to perform any of its obligations or commits any material or persistent breach of any term of this Agreement and, if capable of remedy, fails to remedy the same within 28 days (or such other period as the parties shall agree) of being required so to do by the party not in breach; or

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- b) by either party if the other becomes bankrupt or insolvent (except for the purpose of a bona fide amalgamation or reconstruction) or any receiver or administrator or similar person is appointed in respect of that party or enters into any arrangement with its creditors or takes or suffers any similar actions in consequence of a debt; or
- c) by either party if they reasonably believe that any of the events mentioned in clause **9.1 b)** above is about to occur in relation to the other party and notifies the other party accordingly; or
- d) by Anglian Water if the Supplier ceases or threatens to cease to carry on business; or
- e) by either party if the Supplier or Anglian Water or any person employed by that party or acting on its behalf shall have offered, agreed to give or given to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the Agreement or any other contract with Anglian Water or the Supplier or otherwise being in breach of clause 13 hereof (anti bribery); or
- f) by Anglian Water if the Supplier seriously or persistently breaches any Applicable Laws; or
- g) by Anglian Water if the Supplier fails to maintain the relevant health and safety accreditation required pursuant to Schedule 3 (General Health and Safety Requirements); or
- h) by Anglian Water where the performance or existence of the Agreement may breach a legal or regulatory requirement; or
- i) by either party to the extent that the other party purports to assign the burden or benefit or to charge the benefit of this Agreement other than in accordance with the provisions of this Agreement; or
- j) by Anglian Water, in the event that the Supplier ceases to hold any relevant accreditation issued by the United Kingdom Accreditation Service (UKAS) in respect of any of the applicable accredited standards set out in the Specification.

9.2. Without prejudice to any other provision of this Agreement, Anglian Water shall have the right at any time and for any reason to terminate the Agreement in whole or in part by giving the Supplier not less than 28 days written notice whereupon all work under this Agreement shall be discontinued and Anglian Water shall pay to the Supplier fair and reasonable compensation for any work-in-progress at the time of termination but such compensation shall not include loss of anticipated profits or any consequential loss.

10. Consequences of termination

10.1. The termination of this Agreement is without prejudice to the rights, duties and liabilities of either party that accrued prior to termination.

10.2. The clauses in this Agreement which expressly or impliedly have effect upon or after

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expiration or earlier termination shall continue to be enforceable notwithstanding expiration or earlier termination and (except as otherwise expressly provided herein) shall not prejudice any remedies available to either party to this Agreement.

- 10.3. Save as may be agreed otherwise between the parties regarding the retention or disposal of personal data, within 7 days of termination of this Agreement for any reason whatsoever, both parties shall return any and all documents, information, computer disks and material (and all copies thereof) belonging to the other party then in its (or any sub contractor's) possession custody or control, including any Confidential Information save that each party shall be entitled to retain one copy of any information that may be required for legal, regulatory or insurance claim purposes. Each party shall certify in writing to the other party that they have complied with the requirements of this clause upon written request from the other party.
- 10.4. In the event that the Supplier fails to comply with the provisions of clause **10.3** above then the Supplier hereby grants Anglian Water the right to enter upon the Supplier's premises and remove any items that are the property of Anglian Water.
- 10.5. Upon the termination of this Agreement for whatever reason, without limitation to the foregoing, the Supplier shall agree with Anglian Water:
- a) a plan for the orderly hand-over of the supply of the Services to Anglian Water (or its nominee); and
 - b) whether outstanding orders or work in progress shall be completed or cancelled,
- such that the supply of the Services can be carried on with the minimum of interruption and inconvenience to Anglian Water and to effect such handover.
- 10.6. Upon request at any time, the Supplier shall promptly provide to Anglian Water (and shall procure that all staff so provide), all information reasonably required by it in order to enable Anglian Water to issue an invitation to tender for the provision of the whole or part of the Services (or services equivalent or similar thereto), the Supplier acknowledging that such information (other than Confidential Information) may be disclosed to third parties. The Supplier shall ensure that all the information provided is true and accurate and complete and shall not by way of any act or omission prejudice the ability of third parties to bid for the provision of Services (or part thereof).
- 10.7. In the event that this Agreement is terminated under clause 9.1 (termination) and Anglian Water has pre-paid for any Goods or Services which will not be provided due to early termination of the Agreement, then such costs or fees shall be re-paid (on a pro rata basis where applicable) to Anglian Water within 7 days of effective termination of this Agreement.
- 10.8. On the date of termination any certificates that have been issued under the terms of this Agreement will immediately be invalid and Anglian Water shall clearly mark the certificates as being "INVALID"

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11. Indemnities and Liability

- 11.1. Without prejudice to clause **11.3** below, neither party shall have any liability to the other party in contract tort or otherwise in respect of any indirect or consequential loss or damage that may be suffered by that party.
- 11.2. Without prejudice to and in addition to the warranties, indemnities remedies and other rights provided by law or under this Agreement but subject to clause **11.1** above, the Supplier shall indemnify and keep Anglian Water fully indemnified against all liabilities, costs and expenses in relation to
- a) any death or injury to persons or any loss of or damage to tangible property to the extent that such death injury loss or damage is attributable to the acts or omissions of the Supplier, and or
 - b) any breach of any legal and regulatory requirement by the Supplier in connection with this Agreement (including civil liability, but excluding criminal liability).
- 11.3. Neither party excludes or limits liability to the other (and nothing in this Agreement shall have, or be deemed to have, the effect of so doing) for:
- a) death or personal injury caused by its negligence; or
 - b) wilful default of itself, its employees, agents, sub-contractors or third party suppliers; or
 - c) fraud or fraudulent misrepresentation; or
 - d) any matter which may not be excluded by law.

12. Confidentiality and Publicity

- 12.1. In the event that the parties have entered into a separate confidentiality agreement during the tender process, upon entering into this Agreement, the following terms set out in this Clause 12 and shall bind the parties in respect of any Confidential Information disclosed between the parties on or after signature of this Agreement.
- 12.2. Except as otherwise provided hereunder, all Confidential Information communicated to one party by another or learned by one party (the '**Recipient**') from another whether before or after the date hereof, shall be kept in confidence by the Recipient and the Recipient shall use such information exclusively for the performance of this Agreement. Any Confidential Information received from the other party shall be disclosed only to personnel of the Recipient who need to know for the purposes of the Agreement. Without prejudice to any other provision of this Agreement, Anglian Water reserves the right to publish information relating to this Agreement on its intranet site.
- 12.3. No Confidential Information, including the provisions of this Agreement, shall be disclosed by the Recipient, its agents, sub contractors, suppliers or employees without the prior written consent of the other party except where it is:

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- a) required to be disclosed by law or court of competent jurisdiction or other appropriate regulatory body;
 - b) in the public domain at the time of receipt or enters the public domain other than by breach of this Agreement by the Recipient;
 - c) rightfully obtained by the Recipient from sources other than the disclosing party without restriction in respect of disclosure or use;
 - d) disclosed to its employees or authorised agents but then only to the extent that such disclosure is necessary for the performance of the Agreement in which case, the Recipient will take all reasonable steps to ensure such information is treated as confidential by the person to whom it is disclosed;
 - e) disclosed to the party's professional advisers, or in the case of Anglian Water, disclosed to the office of water services or any of Anglian Water's bondholders or financial guarantors or any party acting on behalf of such bondholders or financial guarantors; or
 - f) in the case of Anglian Water, if in Anglian Water's reasonable opinion Anglian Water is required to make a disclosure of information under either (i) the Freedom of Information Act in the event that such legislation applies to Anglian Water or (ii) Environmental Information Regulations 2004, having taking into account any permissible exemptions.
- 12.4. Each party acknowledges that disclosure of any Confidential Information in breach of the terms of this Agreement could have serious consequences, and they agree that, in the event of any breach by a party of this Clause, the other party shall be entitled to seek equitable relief (including an injunction and specific performance) in addition to all other remedies available.
- 12.5. The obligations as to confidentiality shall remain in full force and effect notwithstanding the termination of this Agreement for a period of 5 years from the termination or expiry of this Agreement.
- 12.6. The Supplier shall not use Anglian Water's name for advertisements or publicity purposes without prior written consent of the Anglian Water Framework Manager.

13. Anti Bribery

- 13.1. Without prejudice to any other provisions of this Agreement, each party shall:
- a) comply with all applicable laws, statutes, regulations, codes and guidance relating to anti-bribery and anti-corruption, including without limitation the Bribery Act 2010 (including any subordinate or amending legislation) ("Anti-bribery Laws");
 - b) 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 United Kingdom;

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- c) not do, or omit to do, any act that will cause the other party to be in breach of the Anti-bribery Laws; and
 - d) maintain throughout the term of the Agreement its own anti-bribery policies and procedures including without limitation adequate procedures (as determined in accordance with section 7(2) and any guidance issued under section 9, Bribery Act 2010) to ensure compliance with the Anti-Bribery Laws, and shall provide a copy of such policies and procedures to the other party on request, and shall enforce such policies and procedures where appropriate.
- 13.2. In the event that the Supplier subcontracts any element of its performance under this Agreement (each such person being an “Associated Person”), it shall ensure that such Associated Person shall comply with anti-bribery obligations that are no less onerous than those imposed upon it under this clause **13**.
- 13.3. Each party warrants and represents that neither it nor any of its officers, employees or any Associated Person has been convicted of any offence involving bribery, corruption, fraud or dishonesty or, to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence under the Anti-Bribery Laws.

14. Intellectual Property Rights

- 14.1. Save as explicitly provided for elsewhere in this Agreement each party shall at all times retain the ownership of and the rights to the Intellectual Property that belongs to it which exist prior to the Effective Date
- 14.2. The Supplier shall indemnify Anglian Water in full against any claim for infringement (or alleged infringement) of any Intellectual Property rights brought by a third party as a result of the use of any Services or any materials supplied by the Supplier and against all costs expenses and damages which Anglian Water may incur or become liable for as a result of any such claim, provided always that this indemnity shall not apply to any infringement which is due to the Supplier having followed a design supplied by Anglian Water.
- 14.3. Subject to any prior rights and to the rights of third parties, all Intellectual Property rights specifically and exclusively created for Anglian Water under the Agreement shall be vested in Anglian Water, and the Supplier warrants to Anglian Water that all staff are and will be engaged in relation to the Agreement on terms which do not entitle any of them to copyright or any other such right in any such report, document or thing which is or shall belong to Anglian Water. The Supplier hereby assigns (by way of present and future assignment and with full title guarantee) all such Intellectual Property rights and all moral rights relating to such Intellectual Property rights under the Agreement are hereby waived by the Supplier.
- 14.4. There shall be vested in Anglian Water all Intellectual Property rights in or over any information, specification, plan, drawing, pattern, sample or other thing supplied by Anglian Water to the Supplier in relation to the Agreement or in or over anything made or

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derived from or arising out of any such information, specification, plan, drawing, sample or other thing.

- 14.5. Any right of use in or over property (including any licence to use copyright material and also including Intellectual Property rights of all kinds) which is acquired by the Supplier or by its staff pursuant to, or for the purposes of, the Agreement, (whether acquired by transfer, assignment, licence, sub-licence, grant or by any other means whatsoever), on the understanding that the costs of acquisition are to be reimbursed to the Supplier by Anglian Water, shall be acquired by the Supplier upon terms which shall enable such rights of use to vest in Anglian Water to the extent necessary to enable to Anglian Water to take the benefit of the Services without need for any or other permission, authorisation or consent and without the need for further payment by Anglian Water (to the Supplier or otherwise).
- 14.6. Without prejudice to the other provisions of this clause, Anglian Water is hereby granted a non exclusive, irrevocable, royalty free licence to use any Intellectual Property rights which are incorporated into the Services supplied hereunder, for the purpose of using or benefiting from the Services.

15. Force Majeure

- 15.1. Subject to the terms of this Clause 15, neither party shall be liable for any breach or delay in the performance of any of its obligations under this Agreement to the extent such breach or delay is caused by the occurrence of a Force Majeure Event. Each party shall take all reasonable steps to prevent or avoid the occurrence of a Force Majeure Event.
- 15.2. If a party (the "Affected Party") is materially prevented, hindered or delayed from performing any of its obligations under this Agreement by reason of a Force Majeure Event, then:
- a) as soon as reasonably practicable after the start of the Force Majeure Event the Affected Party shall notify the other party in writing of the act, event or circumstance relied on, the date on which such act, event or circumstance commenced and the effect of the Force Majeure Event on the Affected Party's ability to perform its obligations under the Agreement together with reasonable evidence of such Force Majeure Event;
 - b) the Affected Party shall make all reasonable efforts to overcome and mitigate the effects of the Force Majeure Event as soon as reasonably practicable, including actively managing any problems caused or contributed to by third parties and liaising with them; and
 - c) the Affected Party shall carry out its duties to the best level reasonably achievable in the circumstances of the Force Majeure Event.
- 15.3. During any period of such delay or failure to perform by the Supplier, Anglian Water, at its option, may purchase the Goods and or Services from other sources and/or reduce its orders to the Supplier and/or cancel any unfulfilled orders, without liability to the Supplier.
- 15.4. Immediately after the end of the Force Majeure Event the Affected Party shall notify the other party in writing that the Force Majeure Event has ended and shall resume full performance of its obligations under this Agreement.

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- 15.5. Notwithstanding the provisions of this clause 15 or any other rights or remedies hereunder Anglian Water may insist upon the steps to be taken by the Supplier in response to a Force Majeure Event if Anglian Water meets the Supplier's reasonable costs of so doing
- 15.6. If the Force Majeure Event prevails for a continuous period in excess of 30 days after the date on which the Force Majeure Event begins, the party not in default is then entitled to give notice in writing to the Affected Party to terminate this Agreement and or any orders placed hereunder.

16. Insurance

- 16.1. Without prejudice to the Supplier's liability under this Agreement or under Applicable Law, the Supplier shall take out and maintain in force with a reputable insurance provider the following insurance policies during the period of the performance of the Agreement and for a period of 12 months thereafter:
- a) public liability insurance in the sum of £20,000,000 for each and every occurrence and / or series of occurrences arising out of one source or original cause; and
 - b) employer's liability insurance in the sum of £10,000,000 for each and every occurrence and / or series of occurrences arising out of one source or original cause; and
 - c) professional indemnity insurance in the sum of £5,000,000 arising from one incident and/or event or a series of incidents and/or events.
- 16.2. The insurances set out in clause **16.1.a) and 16.1.b)** above shall include an indemnity to principals clause.
- 16.3. The Supplier shall, whenever required, produce evidence of the policies to Anglian Water being copies of certificates or a broker's letter.

17. Data Protection

- 16.1 It is acknowledged by the parties that personal data is not being shared for the supply of Services. In the case that during the term of this Agreement the parties determine that personal data is required to be shared for the supply of Services, the parties agree that they will negotiate in good faith the terms of a separate agreement.

18. Dispute Resolution

- 18.1. The parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement.
- 18.2. If the matter remains unresolved 10 days thereafter, an appropriate representative of each parties' senior management shall meet to discuss and attempt to resolve the disputed matter. If the matter remains unresolved after a further 10 days following such meeting, then such dispute may be referred to mediation pursuant to sub-Clause **18.4** below.
- 18.3. The obligations of the Supplier in relation to the performance of the Services shall not cease or be delayed by the reference of a dispute to mediation in accordance to the provisions of this clause.

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- 18.4. The procedure for mediation and consequential provisions relating to mediation are as follows:
- a) a neutral adviser or mediator ("the Mediator") shall be chosen by agreement between the parties or, if they are unable to agree upon the identity of the Mediator within 5 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 within 5 days from the date of the proposal to appoint a Mediator or within 5 days of notice to either party that he is unable or unwilling to act, apply to the Centre for Dispute Resolution ("CEDR") to appoint a Mediator;
 - b) the parties shall within 10 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 CEDR to provide guidance on a suitable procedure;
 - c) 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;
 - d) if the parties reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the parties once it is signed by both Anglian Water and the Supplier;
 - e) 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 the Agreement without the prior written consent of both parties.
- 18.5. Responsibility for payment of costs associated with mediation shall be borne equally between the parties unless the mediator (in his discretion) orders otherwise.
- 18.6. For the avoidance of doubt, nothing in this clause shall prevent either party from seeking injunctive relief in the case of any breach or threatened breach by the other of any obligation of confidentiality or any infringement of Intellectual Property Rights.
- 18.7. If either Party refuses at any time to participate in the mediation procedure or in any event if the dispute is not resolved within 60 days of the Mediator being appointed or such longer period as may be agreed by the parties, then any dispute or difference may be referred to the courts.

19. Adjudication

- 19.1. The provisions set out in clause 8 (Dispute Resolution) above do not remove any rights the parties may have under the Housing Grants Construction and Regeneration Act 1996 (as amended) ("1996 Act") to refer a dispute to adjudication. To the extent that the parties are entitled to refer a dispute under this Agreement or any Purchase Order to adjudication by virtue of the 1996 Act, either of the parties may refer such dispute to adjudication at any time. In such circumstances:

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- a) the dispute shall be referred to adjudication in accordance with the Technology and Construction Solicitors Association (“TeCSA”) Adjudication Rules current at the date of the referral; and
 - b) the adjudicator shall be a member of and be appointed by the Technology and Construction Solicitors Association.
- 19.2. If, after an adjudicator notifies his decision (whether or not within the time provided by this Agreement), a party is dissatisfied, he may refer the relevant dispute to the English Courts. Unless the relevant dispute is referred to the English Courts either before, or within ten weeks after, notification of the adjudicator’s decision, that decision becomes final, conclusive and unchallengeable.

20. Group Companies

- 20.1. The Supplier acknowledges that any Anglian Group Company may from time to time request the provision of Good and or Services from the Supplier under this Agreement. Where such Goods and or Services are requested by an Anglian Group Company the Supplier shall provide those Goods / Services on the terms set out herein, but shall be deemed to have entered into a contract with the relevant Anglian Group Company for the provision of those Goods / Services (“Group Order”) and all obligations and liabilities under that Group Order shall be between the Supplier and the relevant Anglian Group Company. Any breach of the terms of any Group Order by an Anglian Group Company or the Supplier shall be a contractual matter between the Anglian Group Company and the Supplier and Anglian Water shall have no liability to either the Anglian Group Company nor the Supplier in respect of any breach of any obligations in respect of such Group Order(s)
- 20.2. Without prejudice to the provisions of clause 20.1 above, where an Anglian Group Company places a Group Order with the Supplier, the Anglian Group Company will be responsible for payment of the Supplier’s invoices in relation to that Group Order and Anglian Water will have no liability for the Anglian Group Company’s obligations in respect of payment or at all, under the terms of this Agreement
- 20.3. This Agreement shall be enforceable as between the Supplier and any relevant Anglian Group Company in respect of any Group Orders placed hereunder. References to “Anglian Water” shall be construed as being the relevant ordering Anglian Group Company where the context requires in respect of any Group Orders procured hereunder by an Anglian Group Company

21. Sub-Contracting and Assignment and Third Parties

- 21.1. Except for sub-contracts for materials or in relation to minor details, none of the work covered by the Agreement shall be sub-contracted by the Supplier without the prior written consent of Anglian Water, which shall not be unreasonably withheld.
- 21.2. In the event that Anglian Water consents to such sub contracting, the Supplier shall at all times remain responsible for the observance and performance of every sub-contractor of the terms of the Agreement and shall be directly liable to Anglian Water for any breach,

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non-observance or non-performance of any sub-contractor as if such breach, non-observance or non-performance had been that of the Supplier.

- 21.3. This agreement is personal to the Supplier and the Supplier shall not assign, transfer, mortgage, charge or deal in any other manner with any of its rights and obligations under this agreement without the prior written consent of Anglian Water.
- 21.4. Anglian Water may at any time, without the Supplier's consent, assign any or all of its rights and/or obligations under the Agreement to any other company or person upon giving written notice to the Supplier.
- 21.5. The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement and are hereby expressly excluded.

22. Waiver and Forbearance

- 22.1. Except as otherwise provided herein, the rights of either party under the Agreement shall not be prejudiced or restricted by any indulgence or forbearance extended by one party to the other and no waiver by one party of its rights in relation to any breach of the Agreement shall affect its rights in respect of any subsequent breach.

23. Notices

- 23.1. Any demand, notice or other communication given or made under or in connection with this Agreement shall be in writing (including email).
- 23.2. Any such notice may be served by delivering it personally or by sending it by pre-paid post (with a copy by email) to the address shown above of the relevant party or any other address which it may from time to time notify in writing to the other parties. All legal proceedings or any notice regarding breach of contract and or termination must be served by prepaid recorded delivery post, and must be marked for the attention of the Legal Department
- 23.3. Any such notice delivered personally shall be deemed to be received when delivered (or, if delivered otherwise than between 9.00am and 5.00pm on a Business Day, at 9.00am on the next Working Day); any notice sent by pre- paid post shall be deemed to be received 2 Working Days after posting.
- 23.4. A notice sent by email shall be deemed to have been received at the time of transmission (or, if transmitted otherwise than entirely between 9.00am and 5.00pm on a Working Day, at 9.00am on the next Working Day), and in proving the service of the same it shall be sufficient to show that such email was duly transmitted to, in the case of Anglian Water p2p@anglianwater.co.uk and copied to Anglian Water's Framework Manager.

24. Relationship of parties

- 24.1. The Supplier and Anglian Water are independent contracting parties and nothing in this Agreement shall make either party the agent or legal representative of the other for any

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purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.

- 24.2. The Supplier will be fully responsible for, and will indemnify Anglian Water for and in respect of any liability for any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by it or anyone engaged by the Supplier against Anglian Water arising out of or in connection with the provision of the Services.
- 24.3. If any claim, assessment or demand is made against Anglian Water for payment of income tax or national insurance contributions or other similar contributions due in connection with either the performance of the Services or any payment or benefit received by the Supplier and/or any individuals involved in providing the Services, the Supplier will, where such recovery is not prohibited by law, indemnify Anglian Water against any liability, assessment or claim together with all costs and expenses and any penalty, fine or interest incurred or payable or paid by Anglian Water in connection with or in consequence of any such liability, assessment or claim.

25. Severability

- 25.1. If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of the provisions in question shall not be affected thereby.

26. Entire Agreement

- 26.1. This Agreement and any terms of any Purchase Order (excluding any standard terms and conditions attached thereto) issued under this Agreement constitutes the entire agreement between the Supplier and Anglian Water with respect to the matters contained herein and supersedes all prior oral or written representations and agreements.

27. Applicable Law

- 27.1. Subject to clauses 8 (Dispute Resolution) and 9 (adjudication) this Agreement and any issues, disputes or claims arising out of or in connection with it (whether in contractual or non contractual in nature such as claims in tort, from breach of statute or regulation or otherwise) shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

28. Counterparts

- 28.1. This Agreement may be executed in any number of counterparts which together shall constitute one agreement. Any party may enter into this Agreement by executing a counterpart and this Agreement shall not take effect until it has been executed by all parties. In the event that any signature is delivered by e-mail or delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such e-mail or “.pdf” signature page were an original.

Schedule 3**General H&S Requirements for Contractors – Low Risk**

This document describes the minimum H&S standards that the Supplier shall comply with in the performance of its obligations under this Agreement.

1. Definitions

- a) **CHAS** means the Contractors Health and Safety Assessment Scheme, being a health and safety pre-qualification assessment to a nationally recognised and accepted threshold standard.
- b) **Contractor** means the Supplier (including its personnel) and / or any sub contractors that supplies services (carries out work) and / or goods (equipment, tools, materials, etc.) to Anglian Water.
- c) ISO 45001 - the international H&S management system standard.
- d) **personnel** - all employees, agents and sub contractors and any employees of such agents and sub contractors.
- e) **Safe Contractor** is a health and safety pre-qualification accreditation assessment scheme operated by Safe Contractor.
- f) **Site** – any site (including without limitation a manhole), or other asset owned or operated by Anglian Water or other location or property visited on Anglian Water business or instructions.
- g) **Workplace Manager** – the person in charge or responsible for the site.
- h) **Verify** - a H&S, environment and quality assurance scheme run by Achilles Group.
- i) **SSIP is Safety Scheme in Procurement** – a common threshold of recognised Health & Safety pre-qualifications

2. General Obligations

- 2.1. No permission or consent implied or given in this document, shall in any way relieve the contractor of its liability for accident, injury or damage under this Agreement, statutory requirements or at common law.
- 2.2. The contractor and its personnel shall at all times comply with :
 - a) all H&S laws and regulations, codes of practices and British Standards or their equivalent which may be applicable to the performance of this Agreement; and
 - b) all relevant Anglian Water rules and practices relating to H&S, the environment and the conduct of persons working when carrying out work for Anglian Water.
- 2.3. The **contractor** is advised that breach of any statutory requirement or Anglian Water H&S rules could result in the termination of this Agreement.

3. Co-operation, Communication and Behaviour on Anglian Water Sites

- 3.1. Anglian Water recognises that good **H&S** performance, and the **H&S** of everyone who works for it or is affected by its activities, is critical to the ongoing success of its business. In carrying out its activities under this Agreement, the **contractor** shall actively promote Anglian Water's Safety Charter, being:
 - a) Nothing is so important that we cannot take the time to do it safely;
 - b) We will never knowingly walk past an unsafe or unhealthy act or condition;
 - c) We are committed to the principle that all accidents and harm is preventable.

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- 3.2. The **contractor** shall at all times co-operate with Anglian Water to promote a culture where challenging unsafe behaviour is common place.
- 3.3. The **contractor** shall provide Anglian Water with the name of the person responsible for day to day **H&S** responsibility for the work.
- 3.4. On request the **contractor** shall provide Anglian Water with copies of their current **H&S** policy statement (where more than five persons are employed) along with any updates and any other relevant H&S documentation or information.
- 3.5. Anglian Water reserves the right to carry out an annual (or as required where health and safety concerns have been raised) audit of the contractor's H&S management, to assess compliance with Anglian Water health and safety standards and other requirements of relevant occupational health and safety legislation.
- 3.6. In the event of a serious H&S breach, or numerous H&S breaches, the **contractor** shall co-operate fully with Anglian Water and shall provide all information reasonably requested.
- 3.7. Anglian Water operates a Yellow (warning) and Red (suspension) card process for serious H&S breaches. A full investigation will be carried out and the findings will determine whether a 'card' is required and what level of card issued. Where the **contractor** is issued with 2 yellow cards in any rolling 6 months, or one red card at any time, then without prejudice to any other rights of termination, Anglian Water reserves the right to terminate this Agreement forthwith.

4. Pre-Qualification Assessment

- 4.1 Anglian Water requires that all Framework **contractors** subscribe to a suitable Health & Safety pre-qualification scheme such as **Verify, ISO 45001** or an accredited **SSIP** scheme

5. Management of Sub-contractors

- 5.1. The **contractor** shall ensure that any sub-contractor it engages to carry out work for Anglian Water is advised of and complies with the requirements set out herein.
- 5.2. The **contractor** shall ensure that there are suitable selection, monitoring and review systems in place to satisfy itself that its sub-contractor's **H&S** performance is satisfactory.

6. Accident and Near Miss Reporting

- 6.1. Anglian Water is committed to the principle that all accidents are preventable. The **contractor** shall positively promote near miss reporting throughout its activities (i.e. unsafe acts or conditions on site) for the purpose of learning and process change.
- 6.2. The **contractor** shall report and investigate all events that cause (accidents) or have the potential to cause (near miss) harm to persons, damage to property or the environment, or other loss. The level of investigation shall be dependent on the actual or potential severity of the accident or near miss.
- 6.3. Where the event occurs on an Anglian Water **site**, the Anglian Water accident book must be completed the Anglian Water online reporting procedure must be followed.
- 6.4. The **contractor** shall notify their Anglian Water point of contact within 24 hours of the occurrence of:
 - a) any potentially serious incident (a near miss or accident which had the potential to cause major or multiple fractures, amputation, permanent disability or death);
 - b) any accident, disease or dangerous occurrence reportable in accordance with RIDDOR; or
 - c) any potential RIDDORS (an accident where there is a possibility it will turn into a RIDDOR reportable accident); or

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- d) the health and safety executive or other independent body commencing an investigation
- 6.5. Copies of the RIDDOR F2508 notification form and the interim investigation report shall be made available to Anglian Water within 10 working days of the occurrence of the incident, and copies of the final investigation report made available within 21 working days unless otherwise agreed with Anglian Water at the time of the incident.
- 6.6. Anglian Water reserves the right to carry out its own investigation into accidents and incidents resulting from work carried out under this Agreement. The **contractor** shall make available all relevant **H&S** records and shall co-operate fully with such investigations.
- 6.7. In the event of any damage to any of Anglian Water's assets, structures or property, the **contractor** shall report the damage immediately to the relevant **workplace manager** in order that appropriate action can be taken to rectify the problem.

7. Site Access and Security

- 7.1. Entry onto Anglian Water **sites** is only permitted where :
 - a) The visitor to site is escorted by an Anglian Water employee
 - a. b) Access authorisation will be issued by Anglian Water on a **site** by **site** basis. The site access authorisation forms part of the induction process and outlines hazards, rules and emergency arrangements.
- 7.2. The **contractor** shall ensure that the provisions of the **site** access authorisation and induction are followed at all times by all **personnel** and appropriate evidence is provided and available upon request. If there are any changes to the **contractor's** work activities on **site**, then a new **site** access authorisation will be required.
- 7.3. The **contractor** shall notify the relevant **workplace manager** of any work to be carried out on **sites** under his control, prior to work commencing.
- 7.4. When entering an Anglian Water **site**, the **contractor's personnel** must sign the visitors log book detailing time on site, name, and purpose of visit and sign to confirm that they have understood the site safety for visitors' information sheet. On leaving the **site** the **contractor's personnel** shall sign out and record the time.
- 7.5. The **contractor** shall comply with all instructions set out in the site access authorisation and the site safety for visitors' information sheet.
- 7.6. All **contractor personnel** entering an Anglian Water **site** shall make themselves aware of the **site** rules and hazards.
- 7.7. The **contractor** shall ensure that its **personnel** do not enter any buildings or areas with restricted access and do not interfere with any asset without permission of Anglian Water.
- 7.8. In the event of an emergency alarm sounding on site, the **contractor** shall follow the **site** specific emergency procedures.
- 7.9. Any unusual hazards, faulty plant or equipment etc. must be reported to the **workplace manager** as soon as possible and before the **contractor** leaves site.
- 7.10. The **contractor** shall ensure that all **personnel** carry identification at all times whilst on Anglian Water **sites**, which they must produce when requested by Anglian Water personnel.
- 7.11. The **contractor** shall co-operate with Anglian Water to ensure that its activities do not adversely affect the H&S of other **contractors** who may be working on **site**.
- 7.12. The **contractor** shall maintain **site** security at all times. Where **site** gates are present, the gates should be re-locked by the **contractor** upon entry where the gates are no longer

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visible from the intended work area. The level of security shall be at least equal to the **site** when works are not being undertaken.

- 7.13. The **contractor** shall sign for any keys or security codes issued by Anglian Water and shall pay deposit fees for keys as required. Keys shall not be copied and shall be returned to Anglian Water at the date/time agreed. Loss of keys shall be reported to the key issuer and the costs of replacements shall be paid by the **contractor**.

8. Risk Assessments and Method Statements

- 8.1. Prior to the commencement of any work on behalf of Anglian Water, the **contractor** shall provide Anglian Water with suitable and sufficient risk assessments and method statements (or other appropriate safe system of work) for the work to be undertaken, including foreseeable emergency work.

9. Confined Spaces

- 9.1. Many Anglian Water **sites** have confined spaces that may present a hazard if entered. These include some buildings that contain process chemicals and gases.
- 9.2. The **contractor** shall ensure that its **personnel** do not enter any confined space unless they have received appropriate confined spaces entry training approved by Anglian Water and are authorized to do so.

10. Personal Protective Equipment (“PPE”)

- 10.1. The **contractor** shall ensure that where a risk assessment identifies PPE as a control measure, the appropriate PPE is provided to its **personnel**.
- 10.2. **Contractors** shall comply with Anglian Water’s mandatory PPE, as a minimum, all Contractors attending site shall provide their own suitable PPE in line with Anglian Water’s requirements, being:
- a) high visibility jacket or waistcoat
 - b) lace up safety boots /wellingtons
 - c) ear protection and light eye protection carried and used where required/directed

11. Lone Working

- 11.1. Where work involves the **contractor’s personnel** working alone, the **contractor** shall have suitable arrangements in place for the management of lone working. These arrangements shall be recorded, implemented and monitored by the **contractor**. Details of these arrangements shall be made available to Anglian Water on request.

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Schedule 4 -Specification**Scope**

This Agreement is for the provision of accredited third-party certification of specified Management Systems, assessment schemes and specifications within Anglian Water Services. This will also include non-accredited certification if applicable and required by Anglian Water. This Agreement does not include any management systems outside of the regulated activities of Anglian Water.

1. Services

The current certification requirements and relevant standards for management systems are split by Anglian Water into “Core Standards” and “Non-Core Standards” as defined below:

Core Standards

These are the minimum Core Certification Standards, Assessment Schemes and Specifications (herein referred to as ‘**Core Standards**’ detailed below) that the Supplier shall deliver by their own directly employed assessor resources. For the avoidance of doubt, the Supplier acknowledges and accepts that the Services to be provided in respect of Core Standards shall not be provided by subcontractors, partner companies or provision as a managed service.

The Core Standards are as follows:

ISO 45001:2018 - Health & Safety Management, ISO 9001:2015 Quality Management, ISO 14001:2015 Environmental Management, ISO 22301:2019 Business Continuity Management and ISO 55001:2014 Asset Management.

Non-Core Standards

These are the Non-Core Certification Standards, Assessment Schemes and Specifications (herein referred to as ‘**Non-Core Standards**’ detailed in the table below) that the Supplier shall deliver using their own directly employed assessor resources. Anglian Water accepts that some of the Non-Core Standards may be delivered by third party arrangements including subcontractors, other partner companies or provision as a managed service which shall be subject at all times to obtaining prior approval from Anglian Water.

| Management System | Certification Standard, Assessment Scheme or Specification | Business Process Coverage / Scope | Core/Non-Core Standards |
|--|---|--|--------------------------------|
| Occupational Health & Safety - ISO 45001 | ISO 45001 | Safe and Well | Core |
| Quality Management - ISO 9001 | ISO 9001 | Water Services and Water Recycling | Core |

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| | | | |
|--|--|--|----------|
| Quality Management - ISO 9001 | ISO 9001 | Economic Regulation (Asset Data) | Core |
| Quality Management - ISO 9001 | ISO 9001 | Regulation (Laboratories) | Core |
| Quality Management - ISO 9001 | ISO 9001 | Recycling and Environmental Services (RES) | Core |
| Environmental Management - ISO 14001 | ISO 14001 | Recycling and Environmental Services (RES) | Core |
| Asset Management – ISO 55001 / PAS 55 | ISO 55001 / PAS 55 | Asset Management | Core |
| Business Continuity – ISO 22301 | ISO 22301 | Business Resilience | Core |
| Competency Management System (CMS) | EU Skills Competency Management System | AWS Waste Permitted Activities | Non-core |
| General requirements for bodies operating certification of persons | ISO 17024:2012 | AWS License To Operate Scheme for Water Supply | Non-core |
| Anti-Bribery | ISO 37001 | AWS Anti-Bribery processes | Non-core |
| Carbon Management in Infrastructure | PAS2080:2016 | Water and water recycling infrastructure and non-infrastructure assets operated by AWS, and AWS office locations | Non-core |

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| | | | |
|-----------------------------|--|---------------------------------------|----------|
| Carbon Emissions Management | EU Emissions Trading Scheme (ETS) | Generators at single operational site | Non-core |
| Customer Vulnerability | AWS processes for management of customer vulnerability | BS 18477 | Non-core |

Anglian Water reserves the right during the term of this Agreement to amend, update, modify or replace any of the certification requirements upon giving the Supplier 28 days' prior written notice. For the avoidance of doubt, any changes or modifications to the certification requirements shall at all times be subject to the price agreed in accordance with Schedule 5.

2.1 Process

- a) The Supplier shall ensure the key requirements listed in this Specification are fully addressed for all management system, assessment scheme and specification certifications.
- b) The Supplier shall ensure that in the event of any formal updates or re - publication of management system standards, assessment schemes and specifications under contract are formally incorporated at the earliest opportunity into the annual assessment planning and delivery process.

2.2 Staffing

- a) The Supplier shall hold the relevant /applicable accreditation as issued by the United Kingdom Accreditation Service (UKAS) in respect of any of the standards, assessment, schemes, assessment, specifications as required under this Agreement.
- b) The Supplier shall deliver all Core Standards within their own organisation and using their own directly employed assessors. All other Non-Core management system standards, assessment schemes and specifications can be delivered by third party arrangements (including other group companies or contracted partners) subject to prior approval by Anglian Water in accordance with the terms of this Agreement.
- c) The Supplier shall consider Anglian Water as a key or major account within its organisation providing Anglian Water with the associated benefits including but not limited to providing Anglian Water with access to a dedicated assessment team, assessor's diaries and priority on assessors and dates including but not limited to long term agreed assessment programme with key resources pre allocated.
- d) The Supplier shall provide a dedicated Account Manager and assessment team including but not limited to: Managing Assessor, Coordinating/Lead Assessor plus associated team members, named single point of contact for all day-to-day account queries including the scheduling and planning of all assessments and the invoicing for all surveillance and assessment costs.

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- e) Notwithstanding clause 2.2 c), the Supplier agrees to notify Anglian Water in writing if at any time there is a change to the Account Manager and/or the assessment team which is beyond the Supplier's reasonable control and at all times shall be subject to the following principles:
- (i) the Supplier shall designate a suitable replacement from the existing team who has prior knowledge of Anglian Water's management systems;
 - (ii) such replacement shall have a minimal disruption to Anglian Water's business; and
 - (iii) if the replacement is not acceptable to Anglian Water on reasonable grounds then Anglian Water reserves the right not to pay for any assessment days carried out by such replacement.
- f) Assessment days: the number of integrated assessment days have been calculated and determined by the certification body based upon the size, scale, and complexity of Anglian Water's business systems for the types of standards, schemes and specifications being assessed. This will be in line with UKAS guidelines.
- g) All assessors will be multi standard / system discipline capable and operate as part of a dedicated assessment team. Subject to clause 2.2 h), the Supplier shall not substitute, sub-contract and last-minute fill in assessors (without Anglian Water's prior written agreement) due to the complex and varied nature of Anglian Water's business.
- h) Where consent has been obtained by the Supplier in accordance with clause 21.2 of Schedule 2, the Supplier shall at all times remain responsible for the administration of the services provided by a sub-contractor.
- i) The Supplier shall provide a dedicated assessment team (Subject to approval by Anglian Water Services) to conduct the assessments. The Supplier acknowledges that the maintenance of a dedicated assessment team is essential to the proper provision of the Services under the Agreement and shall take all reasonable steps to ensure that there remains at all times sufficient depth of knowledge and expertise within the dedicated assessment team to ensure that the provision of the Services is not interrupted or otherwise adversely affected by the departure or other unavailability of any of any member of the dedicated assessment team.
- j) The Supplier shall notify Anglian's Water's Framework Manager within 5 working days' if it becomes aware that a member of the dedicated Audit Team will be removed or replaced for any reason.
- k) The Supplier shall, on a quarterly basis, provide updates to the Anglian Water Framework Manager regarding its efforts to recruit assessors who are based within (or within commutable distance of) the Anglian Water Region (as shown in the map below) and regarding its on-going assessor training and development throughout the Term (or Extended Term as the case may be).



- l) The Supplier shall provide the following activities (the cost of which are included within the all inclusive day rate stated in Schedule 5);

(i) Programme Management Time

The Supplier shall allocate time outside of the standard audit duration for the Managing Assessor and Account Manager to coordinate and tailor programme delivery around Anglian Water's strategic aims and requirements. This will include (without limitation) Account reviews, programme planning/phasing, sampling plans, themed audit trails to align with your strategy, creation and maintenance of an Anglian Water Client Manual. The Anglian Water Client Manual shall include such items as service and operational details, communication plans, rules of engagement and mutually agreed KPIs.

(ii) Management Activities;

- Administrative planning of assessment visits and any date adjustments;
- Independent review of assessment reports;
- Certificate issuance and re-issues;
- Maintenance of BSI accredited body or notified body status; and
- Provision of the BSI Assurance Client Portal

2.3 Day Rates

- a) Assessment rates will be a singular unified rate for all assessments regardless of standard(s), schemes, or specifications (including any applicable travel, accommodation and subsistence as part of this all-inclusive day rate).
- b) A day rate, as detailed in Schedule 5, shall consist of a window of 7 hours of assessment.
- c) Agreed day rates, as detailed in Schedule 5, will be paid for assessors living and operating within the Anglian Water's operating region. There will be no exceptional or additional payments or other allowances made where the Supplier has chosen to appoint a team assessor outside of the Anglian Water's operating region. Any additional/exceptional payments will be paid at the Supplier's cost.

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- d) All-inclusive day rate to include the costs associated with providing a dedicated Account Manager and assessment team to include and not be limited to – Managing Assessor, Coordinating/Lead Assessor plus associated team members, day to day contact for all account queries including the scheduling of all assessments and the invoicing for all surveillance and assessment costs.
- e) Anglian Water will raise an annual Purchase Order to cover all Services to be provided in any relevant 12-month period.

2.4 Planning Process

- a) Joint assessment planning (certification body assessors plus Anglian Water's management system representatives) will take place at least 6 months in advance of all scheduled assessments. The surveillance visit locations and assessment themes will be grouped together and organised to minimise business impact and disruption e.g. no duplicated or repeat visits to same area or activity to assess another standard unless expressly agreed by Anglian Water. This planning will cover key business updates, progress on any corrective action activities and shall be formally included within the number of assessment / surveillance days proposed. This planning will also take into account effective geographic planning to minimise travel and ensure the wellbeing of all parties.
- b) Assessment visit dates for all standards, schemes and specifications to be fully aligned and grouped together in advance from 2021/2022 business year onwards e.g. all assessment activities concurrent and completed over a single block duration sequence (date grouping to be agreed as efficiently as possible).
- c) The 3-year certification cycle visits will cover all standards, schemes and specifications on the same anniversary date. To consist of year 1 surveillance, year 2 surveillance and focus visit / re-cert planning then year 3 re-certification assessment. All 3 annual visits will be a blended combination of days of the same duration. Any new additions will be aligned to the existing anniversary date.
- d) All visits will be scheduled into 1 annual assessment and 1 six monthly progress review in sequence with certification surveillance cycles (April - review) / October - assessment). Surveillance visit dates will be agreed between the parties and confirmed at least annually in advance.
- e) All current (and any new) management certification to be aligned for re- certification during the next re-certification cycle.
- f) One combined planning meeting per annual assessment with Suppliers assessor presentation shall be held approximately 6 months before the next assessment sequence. Assessment timing phases agreed at least 1 business year in advance e.g. 1 annual assessment 'scheduled' to accommodate or cover any seasonal variation throughout the 3-year certification period.
- g) Avoidance of bank/school holidays and key business impact times when planning assessment dates.
- h) Each party reserves the right to change an agreed assessment date by giving to the other not less than 30 days ' prior written notice.

2.5 Assessment Protocol

- a) Assessment / surveillance timing will be undertaken between Monday to Friday within Anglian Water's operating window of 08.00 to 18.00. A window of 7 hours of assessment

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per day. Any requirement or need to view / assess shift or out of hours will be planned specifically as required and agreed between the parties.

- b) Remote video assessment will always be an option where effective interview and outcome can be achieved without being on-site or office based for meeting.
- c) Individual and or combined assessment reports covering each certification shall be produced within one week of each completed assessment sequence.
- d) Whilst the individual assessment draft reports are being considered by Anglian Water, the Supplier will audit its own report, as part of their own compliance, to ensure that the report is robust and proper.
 - After this internal review, the Supplier will issue final individual and or final assessment report to Anglian Water, and once again, advise of any issues that need remedial work, prior to the next visit.
 - An executive summary of assessment consolidated findings and emergent themes to be presented to the Anglian Water Framework Manager for onward delivery to the Anglian Water Services management board at first planned board meeting post end of each annual group assessment (actual dates to be advised)
- e) All assessment report findings will be graded into one of the following five categories which the Supplier shall provide clear definition and interpretation of meaning;
 - Major Nonconformity (Major NC)
 - Minor Nonconformity (Minor NC)
 - Opportunity for Improvement (OFI)
- f) Any identified Major Nonconformity will require an additional follow up visit from the Supplier within three months to assess the effectiveness of the implemented corrective action undertaken.

2.6 Supplier Portal

- a) The Supplier shall provide Anglian Water Services with free of charge access to the BSI Connect Portal for the duration of the contract and any options to extend.
- b) Upon request, the Supplier shall provide the BSI Connect Portal Plus software subscription on a free of charge basis for an initial period of 12 months ("Free of Charge Period") for a minimum of 50 Anglian Water users. Upon expiry of the Free of Charge Period (and any subsequent chargeable extension of the subscription), if Anglian Water elects, at its sole discretion, to extend or further extend its subscription to the BSI Connect Portal Plus for a further period of 1 year the cost of the subscription license shall not exceed £6,000 per annum. For the avoidance of doubt, the subscription shall terminate concurrently with this Agreement.

2.7 Supplier Training Programme

- a) The Supplier shall provide at its own cost a £5,000 training fund which shall be available for Anglian Water to take up across the entirety of the Supplier's training academy. This

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- training may be delivered in public, by e-learning or via in-house training as required by Anglian Water.
- b) Use of the training fund must be approved in writing by Anglian Water's Framework Manager before a booking is accepted by the Supplier.
 - c) The Anglian Water Framework Manager will advise the Supplier of the course/asset required with delegate(s) details and the Supplier shall manage the bookings according to Anglian Water's preferences.
 - d) The training fund can be called-off at any time for the duration of the Term (or Extended Term).
 - e) The price of each training course/asset will be provided at the time of booking and will be deducted from the training fund accordingly.
 - f) In the event that the cost of the training course/asset exceeds £5,000, or the £5,000 training fund has been exceeded, then only the excess amount shall be charged. For clarity, following the exhaustion of this fund, any future training courses required by Anglian Water shall be quoted for, booked and delivered in accordance with the Supplier's training services terms and conditions as set out in Schedule 7.
 - g) On a quarterly basis, the Supplier shall notify Anglian Water's Framework Manager of the amount of training fund remaining.

2.8 Certification Transfer Days

The Supplier shall undertake all transfer activities associated with undertaking the Services at their own cost and time. (For the avoidance of doubt, Anglian Water shall not be charged for any fee associated with the transfer of a certificate).

Schedule 5 -Pricing**1. Term Pricing and Review**

1.1. The prices set out herein or attached hereto shall be fixed until 31 October 2025 (“Review Date”) and shall apply to the Services being provided under this Agreement.

1.2. Fixed Price Assessment Rate

The All Inclusive Day Rate (in line with 2.3 of schedule 4) is **£1,075** and no additional charges shall be incurred or added post assessment.

The number of assessor days shall be as set out in Table 1 below.

1.3. The Supplier may apply for a price review after the Review Date and each anniversary thereafter, but any price change shall be subject to the prior written agreement of Anglian Water and subject to the following principles:

- a) The Supplier shall substantiate any claim for a price amendment by providing documentary evidence to Anglian Water.
- b) In the event that such price review is not substantiated or not agreed in writing by the Review Date (or relevant anniversary thereof), the Services shall be supplied at the prices set out herein.
- c) In any event, any price change shall not exceed the movement in the Consumer Prices Index (such increase or decrease being no greater than the percentage equal to the percentage rate of increase or decrease (if any) of the last figure of the Index published prior to the date of such review over the figure of the Index published for the same month 12 months prior thereto).
- d) Where this Agreement continues after the Review Date, the parties shall repeat the process set out above in respect of each subsequent Pricing Period until this Agreement is terminated or expires.

1.4 Cost Benefits

- a) Without prejudice to the foregoing provisions, the Supplier shall at all times during this Agreement ensure that Anglian Water receives the benefit of any reduced costs or charges relating to the Services and to the extent that such changes occur from time to time, the parties shall review the pricing hereunder.

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Table 1 – Contract Pricing

| Process | Process | Scope of Coverage | Certification Standard | Core / Non-Core | Annual Programme (Routine number of visits (days)). | | | Total No. of days over 3 yr programme | All- inclusive Day Rate (£) | Total price based on number of days x All-inclusive day Rate over the 3-year programme. |
|--|------------------------------------|--|------------------------|-----------------|---|------|------|---------------------------------------|-----------------------------|---|
| | | | | | Yr 1 | Yr 2 | Yr 3 | | | |
| Occupational Health & Safety - ISO 45001 | Safe and Well | All business activities – no exclusions | ISO 45001 | Core | 15 | 15 | 15 | 45 | £1,075 | £48,375 |
| Quality Management - ISO 9001 | Water Services and Water Recycling | All activities managed by the Water Services and Water Recycling business units. | ISO 9001 | Core | 11 | 11 | 11 | 33 | £1,075 | £35,475 |
| Quality Management - ISO 9001 | Economic Regulation (Asset Data) | Collection and storage of data relating to our key assets and activities to fulfil the requirements of | ISO 9001 | Core | 1 | 1 | 1 | 3 | £1,075 | £3,225 |

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| | | OFWAT and other stakeholders. | | | | | | | | |
| Quality Management - ISO 9001 | Regulation (Laboratories) | The taking of composite samples for treated and untreated sewage water in accordance with a provided schedule, and the delivery of these samples to defined points by competent staff or by couriers. | ISO 9001 | Core | 1 | 1 | 1 | 3 | £1,075 | £3,225 |
| Quality Management - ISO 9001 | Recycling and Environmental Services (RES) | The management of the logistics, handling and recycling of sewage and sewage-derived products and by-products. | ISO 9001 | Core | 1 | 1 | 1 | 3 | £1,075 | £3,225 |
| Environmental Management - ISO 14001 | Recycling and Environmental Services (RES) | The management of the logistics, handling and recycling of sewage and sewage-derived products and by-products. | ISO 14001 | Core | 4 | 4 | 4 | 12 | £1,075 | £12,900 |
| Asset Management – ISO 55001 / PAS 55 | Asset Management | All business activities except | ISO 55001 / PAS 55 | Core | 10 | 10 | 10 | 30 | £1,075 | £32,250 |

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| | | fleet management, IT infrastructure management and recreation business areas. | | | | | | | | |
| Business Continuity – ISO 22301 | Business Resilience | All business activities – no exclusions | ISO 22301 | Core | 8 | 8 | 8 | 24 | £1,075 | £25,800 |
| Competency Management System | AWS Water Permitted Activities | Waste permitted activities at specified sites. | EU Skills Competency Management System | Non-core | 5 | 5 | 5 | 15 | £1,075 | £16,125 |
| General requirements for bodies operating certification of persons | AWS License To Operate Scheme for Water Supply | The AWS Competent Operator Scheme, covering the Water Services Licence to Operate programme. | ISO 17024:2012 | Non-core | 1 | 1 | 1 | 3 | £1,075 | £3,225 |
| Customer Vulnerability | AWS processes for management of customer vulnerability | All business activities – no exclusions | BS 18477 | Non-core | 4 | 4 | 4 | 12 | £1,075 | £12,900 |
| Anti-Bribery | AWS Anti-Bribery processes | All business activities – no exclusions | ISO 37001 | Non-core | 4 | 4 | 4 | 12 | £1,075 | £12,900 |

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|-------------------------------------|--|---|-----------------------------------|---------------|---|---|---|-----------------|--------|-----------------|
| | | | | | | | | | | |
| Carbon Management in Infrastructure | Carbon management process for the investment programme for water and water recycling infrastructure. | Water and water recycling infrastructure and non-infrastructure assets operated by AWS, AWS office locations, laboratory, biogas CHP plants and mobile emergency equipment. | PAS2080:2016 | Non-core | 3 | 3 | 3 | 9 | £1,075 | £9,675 |
| Carbon Emissions Management | Generators at single operational site | Generators at single operational site | EU Emissions Trading Scheme (ETS) | Non-core | 3 | 3 | 3 | 9 | £1,075 | £9,675 |
| | | | | Totals | | | | 213 Days | | £228,975 |

Please note: The prices stated are inclusive of all Supplier strategic assessment planning, co-ordination, administration and review activities (including executive Reporting).

Anglian Water reserves the right to procure other Services of the general nature and type as set out above as and when required. Where requested, the Supplier shall provide such those Services at the agreed rate of £1,075 a day, and, where accepted by Anglian Water placing a Purchase Order, the parties agree that the terms and conditions set out in this Agreement shall apply.

Schedule 6**SUPPLIER AND FRAMEWORK MANAGEMENT****1) Principle**

- a) In providing the Services, the Supplier shall at all times comply with the provisions of this Schedule.
- b) The parties shall work together during the term of the Agreement to continuously develop and improve the Supplier and Framework Management and service levels set out in this Agreement. Any additions, amendments or improvements to the service levels and/or Management Information, shall be agreed between Anglian Water's Framework Manager and the Supplier's Account Manager.
- c) Notwithstanding the provisions of clause 9 of Schedule 2 (termination) Anglian Water shall be entitled to terminate this Agreement in the event that the Supplier materially or persistently fails to meet any of the service levels.
- d) This section sets out the performance requirements that the Supplier will be required to achieve in performing its obligations under this Agreement together with the consequences and actions required where the Supplier fails to meet the performance requirements.
- e) Each item or event of failure shall be considered independently from any other item or event, even where these events occur simultaneously unless otherwise expressly set out herein.
- f) The Supplier shall be required to monitor its performance of the service levels on a continuous basis so as to ensure identification of potential failings and problems in achieving the required service level at the earliest possible opportunity and jointly agree and implement any mitigation plans.

2) Performance Management

- a) The Supplier will provide the Services at or above the service levels described below and shall be measured on a regular basis over the term of Agreement:
 - I. Communication – A dedicated Account Manager shall be available during business hours, with access to a support team for processing requests or enquiries, with clear lines of communication. Including and not limited to key contact details in the event of escalation within the Suppliers Organisation.
 - II. Meetings - Where a meeting is required between Anglian Water and the Supplier, the Account Manager shall be available, and shall include appropriate colleagues from specialised areas of the business, for meetings or briefings, as necessary. Unless a meeting is required outside of the agreed assessment cycle, business review meetings will take place at the end of the day of an audit, or at the planning meeting stages, dependant on the size of the assessment and individual certification concerned. Management information at these meeting should include, but not be limited by, a comprehensive spend report.

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- III. Information – As part of Anglian Water’s account monitoring process, Anglian Water may request Management information outside of the timescales set out in this Agreement. The Supplier shall comply with request for Management information within 24 hours upon receipt of a request from Anglian Water.
 - IV. Complaints Handling- All telephone calls to the Supplier during normal working hours shall be returned within 2 hours. All complaints shall require appropriate actions with timescales and shall be reported within 24 hours to the originator. The Supplier shall record details of all complaints (including the time of receipt and the time feedback was sent). A scheme of delegation and or escalation shall be agreed and in place with Anglian Water.
 - V. Replacement Assessors – should Anglian Water have a complaint about a specific assessor the Supplier will replace the assessor with a suitably qualified assessor at Anglian Waters bequest.
- b) In the event that the Supplier fails to meet any service levels, then the Supplier shall without prejudice to the other rights and remedies of Anglian Water, promptly undertake an analysis of the reason(s) for such failure(s) (“**Root Cause Analysis**”).
- c) Following completion of the Root Cause Analysis, the Supplier shall submit to Anglian Water, no later than 7 days after identifying such failure, a written report (“**Action Plan**”) setting out the results of the Root Cause Analysis which shall include (as a minimum):
- i) Reason for the fall in performance;
 - ii) Actions already taken and/or planned to ensure the return of performance to above the relevant service level;
 - iii) Actions required of Anglian Water to assist performance improvement (where applicable and agreed with the Anglian Water Framework Manager);
 - iv) Progress to date on the actions taken;
 - v) Anticipated duration before a return of performance to the service level.
- d) The Supplier shall make such changes to the Action Plan as Anglian Water may reasonably require, but in any event, the Supplier shall take all actions that it considers necessary to remedy such failure without any delay and in any event within 30 days of the occurrence of such failure (“**Remedial Period**”). All investigation and reporting on a failure to achieve any service level (as set out above), and the implementation of any Action Plan, shall be at the Supplier’s own cost.

3) Escalation process for non-performance against service levels

- a) The parties shall review the progress against the Action Plan at the scheduled meeting following the Remedial Period or other specific meeting requested by Anglian Water.
- b) If the outcome of the discussion is that the Action Plan is failing to address the service level failure, then the Supplier shall submit a further Action Plan detailing any further mitigation opportunities or process changes that need to be made to meet the required service level and Anglian Water may grant the Supplier a further 30 days to meet the service level (“**Extension Period**”). The Supplier will be expected to provide weekly updates to Anglian Water’s Framework Manager.
- c) If at the end of any Extension Period, the Supplier is still failing to meet the service level, a further meeting will be arranged by the Anglian Water Framework Manager. The Supplier’s

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Account Manager and senior management representatives will be required to attend to discuss the reasons for the failure, the Action Plan and assurances that can be given to improve performance.

- d) In the event that Anglian Water concludes that there is no realistic prospect of performance meeting or exceeding the relevant service level, then Anglian Water may elect at its sole discretion to either (a) reallocate the provision of Services to other Framework Contractors and or (b) terminate this Agreement forthwith on written notice for material breach.

4) Framework Review Meetings

- a) The Supplier will attend framework review meetings held on a quarterly basis (or any other period subject to agreement by both parties) as arranged by the Anglian Water Framework Manager, the venue for which, unless otherwise agreed shall be at Anglian Water premises.
- b) The review meetings shall include but not be limited to a review of the following:
- i) Performance review against service levels as reported by the Supplier and any formal notifications by Anglian Water of other non-performance and timescales for compliance;
 - ii) Action Plans and corresponding Root Cause Analysis;
 - iii) Other performance improvement plans;
 - iv) Management information and general contract information;
 - v) Continuous improvement initiatives;
 - vi) Cost reduction opportunities;
 - vii) Any other issues or opportunities.
- c) The attendees at the review meetings will, as a minimum be Anglian Water's Framework Manager and the Supplier's Account Manager with such other persons as may be appropriate to fully address the items on the agenda.
- d) A meeting shall take place within one month post annual assessment completion ("**Annual Review Meeting**") unless agreed by both parties, the agenda for which shall include but not be limited to the following:
- vi) performance over the preceding year / annual assessment;
 - vii) initiatives / challenges for the coming year;
 - viii) indicative (non binding) forecast volumes and costs for the following 12 months;
 - ix) review of assessor performance to ensure that they are still fit for purpose;
 - x) Health & Safety, Quality, Environmental, Commercial and Customer Service Assurance.
- e) The attendees at the Annual Review Meeting will as a minimum include Anglian Water's Framework Manager, the Supplier's Account Manager, the relevant sourcing lead from Anglian Water's Integrated Supply Chain team and such other persons as may be appropriate to properly address the items on the agenda.
- f) Where appropriate, the Supplier shall at such meetings or as instructed otherwise by Anglian Water's Framework Manager, liaise with any other persons as may be considered necessary by Anglian Water for the resolution of any operational issues arising in relation to the provision of Services.

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5) Supplier's Representative

- a) The Supplier shall nominate an Account Manager under this Agreement who shall be suitably qualified, competent, authorised and experienced.
- b) The Supplier shall notify Anglian Water as to the identity of its Account Manager and any proposed replacement of its Account Manager and such notification shall be at least 30 days prior to any such appointment being made.
- c) The Account Manager shall liaise with Anglian Water's Framework Manager and deal with all queries, issues and complaints from Anglian Water in relation to this Agreement and without limitation, shall be responsible for managing and achieving the following:
 - i) Ensuring best value to Anglian Water under this Agreement
 - ii) Level of customer service provided hereunder
 - iii) Problem solving of any issues or complaints from Anglian Water
 - iv) Resolving invoice problems in co-operation with Anglian Water's payments section
 - v) Technical back up (where applicable)
 - vi) Ensuring compliance with the KPMs and service levels set out under this Agreement
 - vii) Identifying new opportunities relevant to the Services which may be beneficial to Anglian Water
 - viii) Management reporting (see below)

6) Management Reporting

- a) The Supplier shall submit a management report to Anglian Water's Framework Manager (in a format to be agreed) within 10 days post the annual assessment review meeting. The management report shall include information for the period since the previous management report was submitted and cumulatively year to date (on a rolling 12 month basis), and detail as a minimum:
 - i) A summary of performance in relation to the service levels set out herein. Such reporting shall be adequate to enable the parties to calculate whether the service levels under this Schedule have been achieved;
- b) The Supplier shall supply other management reports and such other information as may be reasonably required by Anglian Water to enable Anglian Water to check and verify the details of the reports provided by the Supplier under this Agreement. All work associated with the preparation of such reports and information provided hereunder shall be included in the Price Schedule.

7) Technical Support

- a) Where required by Anglian Water (and where relevant) the Supplier shall provide technical support at no additional cost to cover the following:
 - i) Account scheduling and PO processing – single point of contact.
 - ii) Assistance in providing the lowest cost solutions
 - iii) Technical information on their range of products or services
 - iv) Design/Process improvement opportunities

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8) Audit

The Supplier agrees that where Anglian Water requests, they shall co-operate with any audit, whether internal or external, that Anglian Water wishes to conduct under this Agreement.

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Schedule 7**Supplier Terms and Conditions for Training Courses**

By clicking on the "purchase" button on your event page, you agree to these terms which will bind you and (if you are an employer) your employees. If you do not agree to these terms, we shall not sell Training Materials or Documentation to you and you must discontinue the purchasing process now.

1. APPLICATION

1.1 These terms and conditions (the Terms and Conditions) shall apply to the provision of the Training by BSI to the Customer.

2. INTERPRETATION

2.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions shall have the following meanings:

BSI: the BSI entity stated in the Contract for Services.

Charges: the charges payable by the Customer for the Training in accordance with clause 6 (Charges and payment).

Contract for Services: The document sent by BSI to Customer, following an indication by Customer that it wishes to obtain training services from BSI, setting out the details of the Training to be provided and the basis upon which BSI proposes to provide them.

Delegate(s): an individual or representative scheduled by the Customer to attend the Training.

Customer: the person or firm who purchases the Training from BSI.

In-House: Training provided by BSI at the Customer's premises for the Customer's Delegates.

Online Booking Process: The booking process available through the following websites or its links: <https://www.bsigroup.com/en-GB/our-services/training-courses/>

Public: Training provided by BSI at a physical location or online for all Customers and Delegates.

Training: the training, either In-house or Public, to be supplied by BSI to the Customer as described in the Contract for Services or as part of the Online Booking Process.

Training Materials: any materials or documents provided by BSI as part of the Training.

2.2 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

3. BASIS OF THESE TERMS AND CONDITIONS

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3.1 These Terms and Conditions shall come into effect when either:

3.1.1 Customer completes the Online Booking Process; or

3.1.2 Upon receipt by BSI of an electronic or hard copy of the Contract for Services signed by the Customer, at which point these Terms and Conditions shall be deemed incorporated into the Contract for Services.

3.2 Save for terms pertaining to the relevant Training in the Online Booking Process or the Contract for Services, any descriptive matter or advertising issued by BSI, and any descriptions contained in BSI's catalogues, brochures or on their website, are issued or published for the sole purpose of giving an approximate idea of the Training described in them; They shall not form part of these Terms and Conditions nor have any contractual force.

3.3 Any Contract for Services is only valid for acceptance for a period of 30 calendar days from its date of issue.

3.4 In the event of a conflict between these Terms and Conditions and Contract for Services, the provisions of these Terms and Conditions shall prevail.

4. SUPPLY OF THE TRAINING

4.1 BSI shall supply the Training to the Customer in accordance with these Terms and Conditions in all material respects but reserves the right to make minor changes to the course content of any Training Course at any time .

4.2 BSI shall use all reasonable endeavours to meet any specified training dates.

5. CUSTOMER'S OBLIGATIONS

5.1 The Customer shall:

5.1.1 co-operate with BSI in all matters relating to the Training;

5.1.2 provide BSI, its employees, agents, consultants and subcontractors, with any information which may reasonably be required by BSI in the organisation of the Training, including, but not limited to, details in respect of the Delegate(s) and ensure that such information is complete and accurate in all material respects; and

5.1.3 where Training is being delivered at its premises, provide BSI with (i) access, training space and any equipment necessary for the delivery of the Training; and (ii) such facilities as are reasonably notified to the Customer in advance.

6. CHARGES AND PAYMENT

6.1 Unless otherwise stated in the Contract for Services, the Charges for the Training shall be calculated on a per session per Delegate basis.

6.2 Failure by the Customer to pay any Charges for the Training when they fall due may (at BSI's discretion) result in:

6.2.1 the Delegates' place on the Training being withdrawn;

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6.2.2 BSI ceasing to provide the Training; and/or

6.2.3 BSI withholding any certification due to the Delegates from the Training.

7. CANCELLATION

7.1 The Customer may cancel Public Training on 30 calendar days' notice to BSI and the Customer shall have the option to re-book the Training for an alternative date or receive a full refund or credit note in relation to any pre-paid Charges. Cancellations must be provided in writing to the BSI Business Development Executive and training.admin@bsigroup.com. Public Training may not be cancelled or rescheduled within 30 days of the start date of the Public Training.

7.2 The Customer may cancel In-House Training on 45 calendar days' notice to BSI and the Customer shall have the option to re-book the Training for an alternative date or receive a full refund or credit note in relation to any pre-paid Charges. Cancellations must be provided in writing to the BSI Business Development Executive and training.admin@bsigroup.com. In-House Training may not be cancelled or rescheduled within 45 days of the start date of the In-House Training.

7.3 Non-classroom on demand training (distance/self based learning modules) may not be cancelled or rescheduled under any circumstances and Charges for non-classroom based Training are therefore non-refundable.

7.4 Training may only be cancelled in accordance with this clause 7. If a Delegate(s) otherwise fails to attend all or part of any Training, full payment of the Charges shall be required.

7.5 If a refund is approved by BSI, it will be made through the original mode of payment only.

7.6 BSI shall use its reasonable endeavours to avoid cancelling Training but in the event that it becomes aware that it is unable to provide the Training on the date specified in the Contract for Services then it shall use its reasonable endeavours to provide a minimum of 14 days' written notice to the Customer together with its proposal for re-scheduling the Training on an alternative date (where possible). In all cases; the Customer shall have the option to re-book the Training for an alternative date (where this is available) or receive a full refund or credit note in relation to any pre-paid Charges.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 All intellectual property rights in or arising out of or in connection with the Training, including any associated Training Materials shall be owned by BSI.

8.2 No reproductions, scans or copies (wholly or in part) shall be made of the Training Material without the prior written consent of BSI.

Anglian Water Services Limited Proposal Q740629

Final Audit Report

2023-11-06

| | |
|-----------------|--|
| Created: | 2023-11-06 |
| By: | Joanne Kerins (joanne.kerins@bsigroup.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAoLwbmlkkg6PvIKHldQq6dqhTcqJq4p0O |

"Anglian Water Services Limited Proposal Q740629" History

 Document digitally presigned by DocuSign\, Inc. (enterprisesupport@docusign.com)

2022-02-11 - 5:02:31 PM GMT

 Document created by Joanne Kerins (joanne.kerins@bsigroup.com)

2023-11-06 - 11:10:44 AM GMT

 Document emailed to akendall@anglianwater.co.uk for signature

2023-11-06 - 11:11:35 AM GMT

 Email viewed by akendall@anglianwater.co.uk

2023-11-06 - 12:13:59 PM GMT

 Signer akendall@anglianwater.co.uk entered name at signing as A.kendall

2023-11-06 - 12:14:48 PM GMT

 Document e-signed by A.kendall (akendall@anglianwater.co.uk)

Signature Date: 2023-11-06 - 12:14:50 PM GMT - Time Source: server

 Agreement completed.

2023-11-06 - 12:14:50 PM GMT