

SUPPLY OF SERVICES AGREEMENT

between

GAMBLEWARE

and

in respect of

[SERVICES/ PROJECT NAME]

GAMBLEAWARE SERVICES AGREEMENT

PART A – PROJECT KEY TERMS

DATE: **INSERT**

GambleAware:	GAMBLEAWARE incorporated by guarantee and registered in England and Wales with company number 4384279 and charity number 1093910 (England and Wales) and SC049433 (Scotland)	
GambleAware's address:	5 th Floor, Lincoln House, 296 -302 High Holborn, London, England, WC1V 7JH	
GambleAware Contact:	Name: [NAME] Email: [EMAIL] Telephone: [NUMBER]	
Supplier:	[COMPANY NAME & REGISTRATION NUMBER]	
Supplier's address:	[ADDRESS]	
Supplier Contact:	Name: [NAME] Email: [EMAIL] Telephone: [NUMBER]	
Project:	The project in relation to insert details as described in Appendix 1, The Project and further detailed in the Supplier Proposal [Attach Supplier proposal as Schedule 2]	
Commencement Date:	The date the Agreement is fully signed by the parties. OR [DATE]	
Term:	The Agreement shall commence on the Commencement Date and shall continue [until [INSERT DATE]] OR [until the [first] anniversary of the Commencement Date when it shall terminate automatically without notice] unless terminated earlier in accordance with clause 16 (Termination) of the Conditions (as defined in Part B, Conditions)	
Services and Deliverables:	[DESCRIPTION] , as further described in Appendix 1 The Project and further detailed in the Supplier Proposal in Schedule 2.	
Charges:	The total cost is [SUMS] (Including VAT) , in summary, as further detailed in Charges Part 3 of Appendix 1 of the Project Key Terms	
Key Personnel:	<u>GambleAware</u> Name: [NAME] Email: [EMAIL]	<u>Supplier</u> Name: [NAME] Email: [EMAIL]
Data Protection Information:	Clause 12 of this agreement applies only.	

1. This Agreement is made up of the following:

1.1 This Part A – Project Key Terms (which shall include Appendix 1);

1.2 Part B – Conditions; and

1.3 Part C – any Statements of Work.

2. If there is any conflict or ambiguity between the terms of the documents listed in paragraph 1 of this Part 1 Project Key Terms, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

3. Unless otherwise defined in the Project Key Terms, terms used in the Project Key Terms shall have the meaning given to them in the Conditions.

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

Signed by)
for and on behalf of)
GAMBLEAWARE:)

Signed by)
for and on behalf of)
[SUPPLIER])

Appendix 1 Project

Part 1 Services and Deliverables

1.1 Context and Background

1.2 Service Outputs and Deliverables

1.3 Timeline

Part 2 Charges

2.1 Payment Plan

The following Payment Plan shall apply to the Project and be adhered to by the Parties:

Milestone	Date of Invoice	Amount of Charges Payable	Payment Conditions

The total Charges for the Project are **£SUM (Inclusive of VAT)**.

All invoices submitted require;

- i) a valid purchase order number (which will be provided upon signature of this agreement).
- ii) A brief description of the services including the related phase or deliverable (where relevant).

2.2 Budget Breakdown

The following table lists the project activities and associated fees.

INSERT BUDGET BREAKDOWN TABLE

Part 3 Mandatory Policies

3.1 Branding Policy



Branding Protocol
.pdf

3.2 Media Policy



20230315
GambleAware Media

PART B - CONDITIONS

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Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in this Agreement.

1.1 Definitions.

“Agreement”	means the agreement between GambleAware and the Supplier for the supply of the Services in accordance with the Project Key Terms, these Conditions and the Schedule.
"Applicable Laws"	means all applicable laws, statutes, and regulations from time to time in force in the territories where the Services and/or Deliverables are being provided or received.
“Background Intellectual Property”	means any Intellectual Property Rights owned or developed by, or on behalf of, a party other than those created or arising or obtained or developed in the course of or in connection with the Services.
"Business Day"	means a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
"Change Order"	has the meaning given in clause 6.1.
“Conditions”	means these terms and conditions as set out in clause 1 (Interpretation) to clause 27 (Governing law and jurisdiction) (inclusive).
“Confidential Information”	has the meaning given in clause 14.1.
"Data Protection Legislation"	means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679) and the Data Protection Act 2018. “appropriate technical measures”, “controller”, “data subject”, “personal data”, “personal data breach”, and “processing” means as defined in the Data Protection Legislation.

"EDI Laws"	means the Equality Act 2010, any statutory code issued under it (and any supplements to it) and associated guidance published by the Equality and Human Rights Commission and all other applicable UK legislation (including, but not limited to, the Human Rights Act 1998), statutory instruments and regulations in relation to equality, diversity and inclusion (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise) and any similar or equivalent legislation in any other relevant jurisdiction.
"Intellectual Property Rights"	means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, Confidential Information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
"Key Personnel"	means the individuals identified as key personnel in the Project Key Terms and/or Statement of Work or any replacement individuals appointed by the Supplier pursuant to clause 8.1.6 (Change in Key Personnel).
"Mandatory Policies"	means GambleAware's business policies attached at Part 3 of Appendix 1 of the Project Key Terms, as amended by notification to the Supplier from time to time.
"Project Key Terms"	means the Part 1 Project Key Terms appended to these Conditions.
"Statement of Work"	has the meaning given in clause 5.1.
"VAT"	value added tax chargeable under English law for the time being and any similar additional tax.

1.2 Clause, Schedules and paragraph headings shall not affect the interpretation of this Agreement.

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 The Schedule forms part of the Conditions and shall have effect as if set out in full in the body of the Conditions. Any reference to the Conditions includes the Schedule.

1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.7 This Agreement shall be binding on, and ensure to the benefit of, the parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.9 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.10 A reference to **writing** or **written** includes email but not fax.

1.11 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.12 A reference to **this Agreement** or to any other agreement or document referred to in this Agreement is a reference of this Agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this Agreement) from time to time.

1.13 References to clauses and Schedule are to the clauses and Schedule of this Agreement and references to paragraphs are to paragraphs of the Schedule.

1.14 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. **Supplier's responsibilities**

2.1 The Supplier shall:

2.1.1 provide the Services and the Deliverables from the Commencement Date in accordance with the Project Key Terms or any applicable Statement of Work;

2.1.2 perform the Services and deliver the Deliverables with an appropriate level of care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;

2.1.3 ensure that any Deliverables, and all goods, materials, standards and techniques used in providing the Services are of the best quality and are free from defects in workmanship, installation and design;

2.1.4 ensure that the Services and any Deliverables specified by GambleAware conform in all material respects with the Project Key Terms, these Conditions and/or any applicable Statement of

Work and that such Deliverables are fit for any purpose expressly made known to the Supplier by GambleAware;

2.1.5 co-operate with GambleAware in all matters relating to the Services, and comply with GambleAware's instructions and the Mandatory Policies;

2.1.6 if applicable, before the date on which the Services are to start, obtain and at all times, maintain during the Term, all necessary licences and consents and comply with all Applicable Laws in relation to the Services;

2.1.7 (a) comply with all applicable laws including in particular (i) the EDI Laws, and (ii) all applicable principles of transparency, non-discrimination and equal treatment in connection with the procurement of any elements of the Project and (b) take all reasonable steps to reduce carbon emissions deriving from provision of the services and material harms caused to the natural world, and shall promptly provide to GambleAware any information which GambleAware may reasonably request in order to satisfy itself that the Supplier has done so;

2.1.8 not subcontract its obligations under this Agreement without the prior written consent of GambleAware;

2.1.9 ensure that it continues to comply with the Financial Due Diligence Conditions; and

2.1.10 observe all health and safety rules and regulations and any other reasonable security requirements that apply at any of GambleAware's premises from time to time and that have been communicated to it under clause 3.1.4 (GambleAware notification of health and safety requirements).

3. GambleAware's obligations

3.1 GambleAware shall:

3.1.1 co-operate with the Supplier in all matters relating to the Services;

3.1.2 if applicable, provide access to the GambleAware's premises and data and other facilities as may reasonably be requested by the Supplier and agreed in writing with GambleAware in advance, for the purposes of the Services;

3.1.3 provide such information, assistance and materials as the Supplier may reasonably request and is reasonably necessary for the purpose of providing the Services, including as required under the Project Key Terms, these Conditions and/or any applicable Statement of Work; and

3.1.4 inform the Supplier of all health and safety and security requirements that apply at GambleAware's premises which the Supplier will require access to.

4. Performance Management and Reporting

4.1 The Contacts shall meet throughout the term in order to monitor the delivery and success of the Services in accordance with the Key Performance Indicators to ensure that this Agreement is

being adhered to and that the Services are being delivered to the required standard and such meetings shall take place in accordance with the Governance Meeting Structure (or otherwise at such more regular intervals as GambleAware's Contact shall reasonably determine is necessary).

4.2 The Supplier shall report to GambleAware as promptly as reasonably practicable, and in each case within five (5) Business Days of the Supplier becoming aware of the occurrence of, any of the following:

4.2.1 any material expected or likely underperformance against the Key Performance Indicators;

4.2.2 any matter which is likely, in the opinion of GambleAware (acting reasonably) to have a material impact on the ability of the Supplier to deliver the Services or to maintain any licence or registration or consent required to do so;

4.2.3 if the Supplier is in or likely to enter financial distress in the reasonable opinion of GambleAware.

4.3 The Supplier shall also report to GambleAware in line with the Reporting Requirements and shall include any such additional information as GambleAware reasonably requests on reasonable notice of such requests.

4.4 Without prejudice to any other rights under this Agreement, GambleAware may serve notice ("**Default Notice**") on the Supplier in the event that GambleAware finds, in its reasonable opinion, the Supplier has:

4.4.1 failed to comply with any of the terms of this Agreement including by issuing an inaccurate, improper or misleading invoice;

4.4.2 failed to deliver all or any part of the Services in accordance with this Agreement;

4.4.3 failed to deliver its Key Performance Indicators by a margin of 10% or more below any required threshold;

4.4.4 failed to, or is reasonably likely to fail to, meet GambleAware's Financial Due Diligence Conditions; or

4.4.5 failed to comply with any reasonable instruction or notice issued by GambleAware.

4.5 The procedure set out in this clause shall be without prejudice to any other rights or remedies available to GambleAware. Any notice may be given verbally where immediate action is required but should be confirmed in writing by GambleAware within 72 hours. All Default Notices under this clause served by GambleAware shall state:

4.5.1 the date of issue;

4.5.2 whether the notice is in respect of a minor breach or a material breach, as determined by GambleAware, acting reasonably and taking into account the circumstances of the breach.

4.5.3 the nature of the breach;

4.5.4 the remedy required; and

4.5.5 any reasonable time limit imposed for:

- (a) in respect of a breach which is remediable, compliance by the Supplier with the notice; or
- (b) in respect of a breach which is remediable, submission by the Supplier of an Action Plan an action plan detailing the steps to be taken by the Supplier to ensure the Services will be delivered in accordance with this Agreement (an “**Action Plan**”), such Action Plan to be followed within thirty (30) Business Days from agreement of the Action Plan or such other time period(s) as may be agreed with GambleAware in writing. GambleAware, acting reasonably and in consultation with the Supplier, may require the Supplier to make changes to the Action Plan if it is not satisfied that the plan will ensure that the Services are delivered in properly.

4.6 The Supplier may notify GambleAware in writing within four (4) Business Days of receipt of a Default Notice that the Default Notice is unjustified and include grounds for its opinion. If GambleAware, acting reasonably, is satisfied the Supplier’s grounds are reasonable, it may cancel or amend the Default Notice. GambleAware shall inform the Supplier of its decision as to whether the Default Notice is justified within four (4) Business Days of receipt of the Supplier’s notice. Where GambleAware considers the Default Notice is justified, the time period for GambleAware to remedy the default shall run from the date on which GambleAware notifies the Supplier that it considers the Default Notice to be justified notwithstanding the Supplier’s representations.

4.7 Where remedial action is required pursuant to clause 4.5.5(b) the Supplier must return a copy of the Default Notice to GambleAware certifying that the default or breach has been remedied within the applicable specified time period.

5. **Statement of Work**

5.1 GambleAware may procure any further Services and/or Deliverables by agreeing a Statement of Work with the Supplier pursuant to this clause 5.

5.2 Any agreed Statement of Work shall follow the template set out in Schedule 1 and any other specific terms agreed by the parties and/or required under this Agreement to be applicable to such Services and/or Deliverables to be provided by the Supplier under that Statement of Work.

5.3 The Supplier and GambleAware shall each retain a signed copy of each Statement of Work. Each Statement of Work shall be effective only after being signed by authorised representatives of the Supplier and GambleAware.

5.4 Where a Statement of Work contains a term regarding a process or the performance or scope of the Services which conflicts or is inconsistent with a term of this Agreement, the term of the Statement of Work shall prevail over the inconsistent or conflicting term of this Agreement and for all other conflicts or inconsistencies, this Agreement shall prevail over the Statement of Work.

5.5 Amendment to the Agreement in a Statement of Work shall only amend this Agreement in relation to that Statement of Work and shall not amend the terms of the Agreement overall unless expressly agreed in accordance with clause 20 (Variation and Waiver).

5.6 Each Statement of Work shall be part of this Agreement and shall not form a separate contract to it.

6. **Change control**

6.1 Either party may propose changes to the scope or execution of the Services, but no proposed changes shall come into effect until a relevant Change Order has been signed by both parties (or their authorised representatives). A **Change Order** shall be a document setting out the proposed changes and the effect those changes will have on: (i) the Services; (ii) the Charges; (iii) the timetable for the Services; and (iv) any terms of this Agreement.

6.2 If either party wishes to make a change to the Services the Supplier shall, within a reasonable time period, provide a draft Change Order to GambleAware.

7. **Charges and payment**

7.1 In consideration of the provision of the Services by the Supplier, GambleAware shall pay the Charges.

7.2 The Supplier shall submit invoices for the Charges at the intervals specified in Part 2 of the Project Key Terms and/or any applicable Statement of Work. If no intervals are so specified the Supplier shall invoice GambleAware at the end of each month for Services performed during that month.

7.3 GambleAware shall pay each invoice submitted to it by the Supplier within 30 days of the date of such invoice to a bank account nominated in writing by the Supplier save in the case of a dispute in relation to the invoice.

7.4 All sums payable under this Agreement are exclusive of VAT and GambleAware shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a proper VAT invoice.

7.5 GambleAware may at any time without notice to the Supplier, set off any liability of GambleAware to the Supplier against any liability of the Supplier to GambleAware, whether either liability is present or future, liquidated or unliquidated.

7.6 Unless otherwise agreed in writing, the Charges shall be the only payment due to the Supplier. The Supplier shall only charge GambleAware for any additional fees, including third party fees and expenses, with the prior written consent of GambleAware.

7.7 If GambleAware fails to make a payment due to the Supplier under this Agreement by the due date, then, unless there is a genuine dispute between the parties which that payment relates to, without limiting the Supplier's remedies under clause 16 (Termination), GambleAware shall pay interest on the overdue sum from the due date until payment at the rate of 2% per annum above the UK base rate of the nominated bankers of the Supplier. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment.

8. Key Personnel

8.1 Regarding any Key Personnel identified in the Project Key Terms and/or any Statement of Work, the Supplier shall:

8.1.1 use the Key Personnel in the provision of the Services;

8.1.2 ensure that the Key Personnel are appropriately skilled and experienced to carry out their obligations under this agreement;

8.1.3 ensure that the Key Personnel perform their obligations with due care and diligence, in a professional and ethical manner and in accordance with guidelines agreed from time to time between the parties;

8.1.4 if applicable, ensure that the Key Personnel remain independent from the gaming industry and gaming industry operators whilst undertaking the Project and will inform GambleAware, without delay if it believes that its independence has been or is likely to be compromised in any manner whatsoever, at any stage of the Project;

8.1.5 promptly inform GambleAware of the absence (or the anticipated absence) of any of the Key Personnel, and if so required by GambleAware, provide a suitably qualified replacement for such individual; and

8.1.6 not remove or replace any Key Personnel unless:

(a) requested to by GambleAware;

(b) the person concerned resigns, retires or dies or is on maternity or long-term sick leave;

(c) the person's employment or contractual arrangement with the Supplier is terminated for material breach of contract by the Supplier; or

(d) the Supplier obtains prior written consent from GambleAware.

8.2 If any individual appointed as Key Personnel are to be removed or replaced, the Supplier shall consult with GambleAware regarding the identity of a suitable replacement.

9. Project Management

9.1 Each party shall appoint a designated representative, who shall be the internal project managers or contact for that party (each a **Contact**).

9.2 The Supplier Contact shall have the responsibility for the overall progress of the Services and to whom all questions from GambleAware regarding the Agreement and/or any Statement of Work can be referred.

9.3 The Supplier agrees that the Supplier Contact shall attend meetings scheduled by the GambleAware Contact at reasonable intervals to advise on all matters relating to the Services. Such meetings shall be on-site, off-site or via conference call, as appropriate.

9.4 The Supplier shall to the extent possible, give GambleAware reasonable written notice of any proposed holiday or leave of absence to be taken by the Supplier Contact.

9.5 The Supplier agrees that the Supplier Contact shall not be replaced during the Term without notice to GambleAware, unless:

9.5.1 the appointed individual resigns from employment;

9.5.2 the contract of employment of the appointed individual is terminated; or

9.5.3 a written request to the Supplier is submitted by GambleAware to replace the appointed individual because they are performing unsatisfactorily or for any other reason.

9.6 If the individual appointed as the Supplier Contact is replaced, the Supplier shall consult with GambleAware regarding the identity of a suitable replacement.

10. **Intellectual Property Rights**

10.1 Nothing in this Agreement shall affect the ownership of Intellectual Property Rights existing prior to the date of the commencement of the Services.

10.2 The Supplier hereby grants to GambleAware a perpetual, irrevocable, royalty-free, non-exclusive, non-transferable, sub-licensable licence to use all Background Intellectual Property belonging to the Supplier (if any) which exists prior to the date of commencement of the Services where this is relevant to, and to the extent necessary to, make use of the Intellectual Property Rights in relation to the Services and the Deliverables.

10.3 In using GambleAware's name and logo, the Supplier shall comply with all reasonable branding guidelines issued by GambleAware from time to time.

10.4 Subject to prior written consent (not to be unreasonably withheld), GambleAware shall grant to the Supplier a non-exclusive, non-assignable, royalty-free licence to use any Background Intellectual Property owned (or licensed) by GambleAware which is reasonably required for the performance of the Services. This licence shall expire automatically upon termination or expiry of this Agreement.

10.5 The Supplier hereby assigns by way of present assignment of future rights to GambleAware, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the Deliverables created by the Supplier.

10.6 The Supplier shall obtain waivers of all moral rights in the Deliverables created by the Supplier to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or similar provisions of law in any jurisdiction.

10.7 At its own expense the Supplier shall use all reasonable endeavours to procure that any necessary third party shall promptly execute and deliver documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement. You will obtain our prior written consent before you incorporate any third party Intellectual Property Rights in the Services. Any such consent will be subject to you procuring for us from such third party such usage rights as are reasonably required for the Services. Any third party licence shall be subject to GambleAware's prior written consent.

10.8 The Supplier warrants that the receipt and use of the Services and/or Deliverables by GambleAware shall not infringe the rights, including any Intellectual Property Rights, of any third party.

10.9 The Supplier shall on demand indemnify GambleAware against all liabilities, costs, expenses, damages and losses and all other reasonable professional costs and expenses suffered or incurred by GambleAware arising out of or in connection with any claim brought against GambleAware for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt, use or supply of the Services and/or Deliverables (excluding the GambleAware Background Intellectual Property).

11. Insurance

During the Term the Supplier shall maintain in force, with a reputable insurance company, appropriate insurance cover to cover the liabilities that may arise under or in connection with this Agreement and shall produce to GambleAware on request the insurance certificate giving details of cover and the receipt for the current year's premium in respect of the insurance.

12. Compliance with laws and policies

12.1 Each party shall comply with all Applicable Laws and shall not engage in any activity, practice or conduct in breach of any anti-bribery and/or anti-corruption laws including, but not limited to, the UK Bribery Act 2010.

12.2 In performing its obligations under the Agreement, the Supplier shall:

12.2.1 at all times comply with all relevant legislation and all applicable codes of practice (including but not limited to any applicable gambling or gaming legislation or regulations) and other similar codes or recommendations, and shall notify GambleAware immediately of any significant departure from such legislation, codes or recommendations;

12.2.2 it shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Project;

12.2.3 it has and shall keep in place adequate procedures for dealing with any conflicts of interest;

12.2.4 comply with all applicable anti-slavery and human trafficking laws, statutes, regulations from time to time in force including, but not limited to, the Modern Slavery Act 2015;

12.2.5 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK;

12.2.6 if applicable, include in contracts with its direct subcontractors and suppliers provisions which are at least as onerous as those set out in this clause 12.2;

12.2.7 notify GambleAware as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Agreement; and

12.2.8 maintain a complete set of records to trace the supply chain of all Services provided to GambleAware in connection with this Agreement; and permit GambleAware and its third party representatives to inspect the Supplier's premises, records, and to meet the Supplier's personnel to audit the Supplier's compliance with its obligations under this clause 12.2.

12.3 The Supplier represents and warrants that at the Commencement Date it not has been convicted of any offence involving slavery and human trafficking; nor has it been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.

12.4 GambleAware may terminate this Agreement with immediate effect by giving written notice to the Supplier if the Supplier commits a breach of clause 12.2 (Modern Slavery Act 2015 compliance) or clause 12.3 (anti-slavery and anti-human trafficking warranty)

12.5 Each party shall cooperate and assist upon request by the other party with any and all dealing with any relevant regulatory authority and shall otherwise cooperate with any regulatory authority.

13. Data Protection

13.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 13 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Data Protection Legislation.

13.2 Both parties shall comply with its applicable obligations under Data Protection Legislation if processing personal data (as those terms are defined under Data Protection Legislation) in relation to the Services.

13.3 Unless specifically agreed in writing between the parties, neither party shall provide or disclose any personal data to the other party in connection with the Services. For the avoidance of doubt, each party shall use all reasonable efforts to anonymise any personal data collected in connection with the Services in line with guidance on anonymisation produced by the Information Commissioner's Office before providing such data to the other party.

14. Confidentiality

14.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customer, clients or suppliers or the other party, except as permitted by clause 14.2.

14.2 Each party may disclose the other party's Confidential Information:

14.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's Confidential Information comply with this clause 14; and

14.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

14.3 No party shall use any other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

14.4 The Supplier shall not make any media announcements regarding the Agreement, or otherwise publicise the Agreement, without the prior written authorisation of GambleAware.

14.5 The Supplier shall not publish any material referring to the Project or GambleAware without the prior written agreement of GambleAware. The Supplier shall acknowledge the support of GambleAware in any materials that refer to the Project and in any written or spoken public presentations about the Project. Such acknowledgements (where appropriate or as requested by GambleAware) shall include GambleAware's name and logo (or any future name or logo adopted by GambleAware) using the templates provided by GambleAware from time to time. GambleAware may acknowledge the Supplier's involvement in the Project as appropriate without prior notice.

15. Limitation of liability

15.1 Nothing in this Agreement shall limit or exclude either party's liability for: (i) death or personal injury caused by its negligence, or the negligence of its personnel, agents or subcontractors; (ii) fraud or fraudulent misrepresentation; (iii) any other liability which cannot be limited or excluded by any Applicable Laws; and (iv) any indemnities given under this Agreement.

15.2 Subject to clause 15.1:

15.2.1 neither party to this Agreement shall have any liability to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any: (i) loss of profit; (ii) loss of goodwill; (iii) loss of business; (iv) loss of business opportunity; (v) loss of anticipated saving; or (vi) special, indirect or consequential damage or loss arising under or in connection with this Agreement;

15.2.2 [GambleAware's total liability to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to the Charges paid and/or payable.

15.2.3 The Supplier's total liability to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to £100,000 in relation to the Services or three (3x) the Charges paid and/or payable by GambleAware under this Agreement whichever is greater.]

15.3 The rights of GambleAware under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by the common law.

16. Termination

16.1 GambleAware may terminate this Agreement on not less than thirty (30) days' written notice with no liability to make any further payment to the Supplier (other than in respect of any unpaid Charges in relation to the Deliverables delivered to GambleAware prior to notice of the termination and pursuant to clause 16.4.1, and Services rendered up until the date of termination).

16.2 Either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

16.2.1 the other party commits a material breach of any term of this Agreement (including without limitation failure to meet any Key Performance Indicator by a margin of 10% or greater) which breach is:

(a) irremediable, provided that:

(i) where such number of breaches of any kind occur during any single calendar year as indicate evidence of persistent breaches and a continued failure to meet the terms of this Agreement, notwithstanding the time period in which they are fixed, they shall together be deemed to be an irremediable material breach; and

(ii) a material breach of any term of this Agreement which is indicated as being a "**Fundamental Term**" shall be deemed to be an irremediable material breach;

(b) (if such breach is remediable) fails to remedy that breach within such terms as may be dictated by GambleAware within a period of 30 days after being notified in writing to do so or otherwise in accordance with an Action Plan;

16.2.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; and

16.2.3 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

16.3 Following the service of notice to terminate, the Supplier shall, at GambleAware's election continue to supply those Services at the same standard as specified in clause 2.1.1 until the termination of the Agreement.

16.4 On termination or expiry of the Agreement:

16.4.1 the Supplier shall immediately deliver to GambleAware all Deliverables (whether or not then complete);

16.4.2 GambleAware shall promptly pay any outstanding invoices properly issued by the Supplier;

16.4.3 each party shall immediately destroy or deliver to the other party all copies of all Confidential Information provide to the other party in connection with this Agreement; and

16.4.4 the following clauses shall continue in force: clause 1 (Interpretation); clause 10 (Intellectual Property Rights); clause 13 (Data Protection); clause 14 (Confidentiality); clause 15 (Limitation of Liability); clause 16 (Termination); clause 20 (Variation and Waiver); clause 21 (Severance); and clause 27 (Governing law and jurisdiction).

16.5 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

17. Force majeure

17.1 **Force Majeure Event** means any circumstance not within a party's reasonable control including, without limitation: (i) acts of God, flood, drought, earthquake or other natural disaster; (ii) epidemic or pandemic; (iii) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (iv) nuclear, chemical or biological contamination or sonic boom; (v) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition; (vi) collapse of buildings, fire, explosion or accident; and (vii) interruption or failure of utility service.

17.2 Provided it has complied with clause 17.3, if a party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations, including but not limited to, any obligations to make payments under this Agreement. The time for performance of such obligations shall be extended accordingly.

17.3 The Affected Party shall:

17.3.1 as soon as reasonably practicable after the start of the Force Majeure Event but no later than seven (7) days from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under this Agreement; and

17.3.2 use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

17.4 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than four (4) weeks, the party not affected by the Force Majeure Event may terminate this Agreement by giving seven (7) days' written notice to the Affected Party.

18. Assignment and other dealings

Neither party shall, without the other party's prior written consent, assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.

19. Dispute resolution

19.1 In the event of any complaint or dispute (which does not relate to GambleAware's right to withhold funds or terminate) arising between the parties to this Agreement in relation to this Agreement the matter should first be referred for resolution to the Contacts of each party.

19.2 Should the complaint or dispute remain unresolved within fourteen (14) days of the matter first being referred to the parties' Contacts either party may refer the matter to the Chief Executive of GambleAware and the Chief Executive of the Supplier with an instruction to attempt to resolve the dispute by agreement within twenty eight (28) days, or such other period as may be mutually agreed by the parties.

19.3 In the absence of agreement between the Chief Executives, the Parties shall seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both parties). Unless otherwise agreed the Parties shall bear the costs and expenses of the mediation equally, excluding the cost and expenses of their respective legal and professional advice.]

20. Variation and Waiver

20.1 Subject to clause 6 (Change control), no variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

20.2 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

20.3 A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any

right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

20.4 Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

21. Severance

21.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

21.2 If any provision or part-provision of this Agreement is deemed deleted under clause 21.1 (Severance) the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

22. Entire agreement

22.1 This Agreement constitutes the entire Agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

22.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

22.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

23. No partnership or agency

23.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

23.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

24. Third party rights

This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

25. Notices

25.1 Any notice given to a party under or in connection with this Agreement shall be in writing and shall be:

25.1.1 delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office; or

25.1.2 sent by email to the following email addresses:

- (a) GambleAware Contact email address, as set out in the Project Key Terms; and
- (b) Supplier Contact email address, as set out in the Project Key Terms.

25.2 Any notice shall be deemed to have been received:

25.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address (or, if delivery is not in business hours, at 9.00am on the first Business Day following delivery);

25.2.2 if sent by pre-paid first-class post or other next Business Day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and

25.2.3 if sent by email: (i) at the time of transmission; or (ii) if this time falls outside business hours in the place of receipt, when business hours resume; or (iii) if the recipient has an automated “out of office” reply, at the time the out of office ceases to apply.

25.3 In this clause 25, **business hours** means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

25.4 This clause does not apply to the service of any proceedings or any documents in any legal action.

26. **Counterparts**

This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

27. **Governing law and jurisdiction**

27.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

27.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

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

Schedule 1 Statement of Work Template

Statement of Work (SOW)

[Main Agreement]

SOW Reference Number: []

Supplier [.....]

Scheduled start date: [.....]

Project name [.....]

This Statement of Work (SOW), effective as of the date [.....] is entered into and governed by the Main Agreement between GambleAware and the Supplier, and is for the provision of services agreed in the Main Agreement.

This SOW along with the Main Agreement constitute the complete terms and conditions regarding services and deliverables under this SOW. The SOW terms will prevail over any conflicting terms in the Main Agreement. Any definitions will relate to the Main Agreement.

1. Summary of Project Description and Scope

2. Project timetable and delivery schedule

Example table

Project week/ Phase	w/c	Milestone	Responsibility
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3. Charges and Payment

All payments for the works are detailed in this SoW, and agreed in line with the Main Agreement terms where relevant.

All payments to the Supplier require a purchase order. A Purchase order number will be generated and issued to the Supplier, to then include on an invoice to GambleAware. This will be issued in accordance to the Milestone and Delivery Schedule above. All invoices will be paid within 30 days of receipt.

3.1 Summary of charges that apply

Example table below

Element	Cost (ex VAT)
Total excl. VAT	
Total incl VAT	

3.2 Payment Plan

Milestone	Date of Invoice	Amount of Charges Payable	Payment Conditions

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4. Project Assumptions, Risks and Dependencies

Assumptions, Risks and Dependencies	Mitigations
	■

5. Progress Reporting and Meetings

Progress Meeting Frequency	■
Reporting Frequency	■

6. Exit Management

The Parties shall comply with the provisions of any Exit Management clauses in the Main Agreement and any Exit Plan detailed in this SOW.

Key Staff

GambleAware	Supplier
Project Manager: Invoicing: Send to finance@gambleaware.org	

7. Declaration

Date

Signed by [] for and on behalf of **GambleAware**.

Date

Signed by [] for and on behalf of the **Supplier**.

Schedule 2 Supplier Proposal