

**FINANCIAL SERVICES COMPENSATION SCHEME
STANDARD CONTRACT CONDITIONS FOR GOODS AND/OR SERVICES**

1 INTERPRETATION

1.1 In these Conditions, save where the context requires otherwise:-

" FSCS"	means FINANCIAL SERVICES COMPENSATION SCHEME LIMITED a company registered in England under number 3943048 and having its registered office at Lloyds Chambers, 1 Portsoken Street, London E1 8BN;
"Supplier"	means the person with whom FSCS is contracting;
"Order"	means any purchase order or agreement between FSCS and Supplier for the supply of Goods or Services by Supplier;
"Project Materials"	means all work and materials developed, written or prepared by Supplier, its employees, agents or sub-contractors in the provision of the Services including without limitation all reports, studies, data, programs, diagrams, charts, specifications, pre-contractual and contractual documents and all drafts thereof and working papers relating thereto but excluding ordinary correspondence passing between Supplier and FSCS;

1.2 headings are for ease of reference only and shall not affect construction; and

1.3 words importing one gender shall be treated as importing any gender, words importing individuals shall be treated as importing corporations and vice versa, words importing the singular shall be treated as importing the plural and vice versa, and words importing whole shall be treated as including a reference to any part thereof.

2 CONDITIONS

2.1 These Conditions shall apply to all Orders made or agreed to be made between FSCS and Supplier for the provision of goods and/or services. The Supplier agrees to the Conditions. Any conditions submitted, proposed or stipulated by Supplier in whatever form, whether written or oral, are subject to Condition 2.2, expressly waived and excluded.

2.2 In the event of any conflict between these Conditions and the conditions of Supplier so incorporated, these Conditions shall apply unless FSCS has specifically agreed that Supplier's conditions are to take precedence.

2.3 No change to these Conditions or to the Order shall be binding unless agreed in writing and signed by duly authorised representatives of FSCS and Supplier.

3 GOODS

3.1 Supplier shall deliver to FSCS the Goods upon the terms and conditions hereinafter contained.

3.2 Supplier shall deliver the Goods on the dates, at the time(s) and location(s) specified in the Order. Delivery shall be at Supplier's expense unless otherwise agreed. In the event that FSCS collect the Goods, Supplier shall pay FSCS's costs of making such collection.

3.3 Time for delivery of the Goods shall be of the essence. If the Goods are not delivered in accordance with the dates and timing specified in the Order or, if no dates and times are so specified, within a reasonable time, then (unless the delay is due to any delay or default on the part of FSCS, FSCS may (without prejudice to any other right or remedy available to it) cancel the Order as regards any Goods that remain to be delivered under it.

4 GOODS WARRANTIES

4.1 Supplier warrants to FSCS that:

4.1.1 the Goods are of good quality and fit for purpose;

4.1.2 it has the right to supply the Goods to FSCS.

5 SERVICES

5.1 Supplier shall perform the Services for FSCS upon the terms and conditions hereinafter contained.

5.2 Supplier shall perform the Services on the dates, at the times and location specified in the Order.

5.3 The time for performance of the Services shall be of the essence. If the Services are not performed in accordance with the dates and times specified in the Order, or if no dates and times are so specified, within a reasonable time, then (unless the delay is due to any delay or default on the part of FSCS) FSCS may (without prejudice to any other right or remedy available to it) cancel the Order as regards any Services that remain to be performed under it.

6 SERVICES WARRANTIES

6.1 Supplier warrants to FSCS that:

6.1.1 Supplier and Supplier's employees, agents, contractors and sub-contractors have the necessary skill and expertise to provide the Services to the standard stipulated in these Conditions;

6.1.2 the Services will be provided in a professional manner and in accordance with the standards generally observed in the industry for similar services and will be provided with reasonable skill and care;

6.1.3 the Services, any methods of working recommended by Supplier and any systems, programs, hardware and software recommended or put in place by Supplier during the performance of the Services shall in all respects meet the requirements and conform to the specifications and descriptions furnished, specified or approved by FSCS and shall be safe (in the context of risk of damage to property, as well as risk of death or personal injury) when properly implemented and shall comply in all respects with all relevant statutes, regulations, bylaws and standards in force at the date of performance;

6.1.4 until the expiry of twelve months from the date of performance of the Services Supplier shall free of charge and as quickly as possible make good any defective performance of the Services whether such defective performance becomes apparent before, during or after FSCS has the opportunity of verifying the proper provision of the Services or (at FSCS' option) repay to FSCS any part of the price paid for the Services.

6.2 Performance of the Services shall be defective for the purpose of Condition 6.1.4 if it does not accord in any respect with the warranties given in the Condition 6 or otherwise fails to comply with these Conditions or the relevant Order.

6.3 Services, which are performed pursuant to Condition 6.1.4, shall have a like guarantee period from the date of performance.

7 GENERAL UNDERTAKINGS

7.1 Supplier undertakes to FSCS that:

7.1.1 Supplier will provide independent and unbiased advice to FSCS;

7.1.2 Supplier will make available (amongst others) those employees of Supplier named in the Order to perform the duties of Supplier or such replacements of equivalent status as may be approved by FSCS (such approval not to be unreasonably withheld or delayed);

7.1.3 Supplier will not, without the prior written consent of FSCS, accept any commission or gift or other financial benefit or inducement from any third party to recommend such third party's goods or services to FSCS in the course of the performance of the Services and will ensure that its employees, agents, contractors and sub-contractors will not accept and will forthwith give FSCS details of any such commission, gift, benefit or inducement which may be offered.

7.2 FSCS' rights and remedies under these Conditions shall survive inspection acceptance and payment and be without prejudice to any other right or remedy available to FSCS.

8 FSCS' OBLIGATIONS: SERVICES

8.1 FSCS shall:

8.1.1 make available to Supplier such office and secretarial services as may be reasonably necessary for its work under these Conditions;

8.1.2 ensure that its employees co-operate fully with Supplier and Supplier's employees in relation to the provision of the Services; and

8.1.3 promptly provide Supplier with such information and documents as it may reasonably request for the proper performance of its obligations under these Conditions and the Order.

9 FEES AND EXPENSES

9.1 FSCS shall pay Supplier for the time properly spent by Supplier's employees, agents, contractors and sub-contractors in performing the Services at the charge-out rates specified in the Order. FSCS shall be under no liability to pay Supplier total fees in excess of those set out in the Order unless FSCS has approved such excess in advance in writing.

9.2 The charge-out rates of any new employees, agents, contractors and sub-contractors of Supplier which Supplier wishes to use from time to time shall be agreed in writing with FSCS, such agreement not to be unreasonably withheld or delayed.

9.3 Where appropriate Supplier shall maintain full and accurate records of the time spent by Supplier's employees, agents, contractors and sub-contractors in providing the Services and shall produce such records to FSCS for inspection at all reasonable times on request.

9.4 Where appropriate Supplier shall render monthly itemised invoices to FSCS in respect of its fees and shall show any Value Added Tax ("VAT") separately on its invoices. Unless stated to the contrary, the price or fee stated in the Order shall be deemed to be inclusive of VAT. FSCS shall not account to Supplier for any charges save on receipt of a proper invoice. Each invoice shall be accompanied by a statement specifying the time spent by each of Supplier's employees, agents, contractors and sub-contractors in providing the Services during the period covered by the invoice.

9.5 All charges payable by FSCS shall be paid within 30 days after the receipt by FSCS of Supplier's proper invoice.

9.6 FSCS may at all times set off against any sums due to Supplier from FSCS any amount owing at any time from Supplier or any of its subsidiaries or holding companies to FSCS or any of its subsidiaries or holding companies.

10 SECURITY ON DELIVERY OF GOODS AND/OR SERVICES

10.1 In the performance of their obligations and duties to FSCS it may be necessary for Supplier, or its employees, agents, contractors or sub-contractors to need to have access to FSCS premises to deliver or install equipment or provide services to FSCS. In those circumstances and upon FSCS receiving adequate proof of identity, the relevant individuals will be provided with temporary security passes and will be expected to comply with the security procedures currently in force at FSCS and the building within which it is located.

10.2 In the event that it is necessary for employees, agents, contractors or sub-contractors of FSCS to attend at the premises of Supplier, wherever situated and for whatever reason, then reciprocal security arrangements will come into force which will be complied with at all times.

11 SAFETY

11.1 In the performance of their obligations and duties under the Order it may be necessary for Supplier, or its employees, agents, contractors or sub-contractors to need to have access to FSCS premises to deliver or install equipment or provide services to FSCS. In those circumstances the relevant individuals will be expected to comply with all Health and Safety procedures currently in place.

11.2 In the event that it is necessary for employees, agents, contractors or sub-contractors of FSCS to attend at the premises of Supplier, wherever situated and for whatever reason then said individuals will comply with all Health and Safety procedures in force at Supplier's premises.

12 ACCIDENTS TO SUPPLIER'S EMPLOYEES AND AGENTS

12.1 Further to Clause 11.1, in the event of an accident involving any of Supplier's employees, agents, contractors or sub-contractors whilst at the premises of FSCS, such accident shall be immediately notified to the Human Resources department of FSCS and an incident report will be prepared.

12.2 Further to Clause 12.1, in the event of an accident involving any of FSCS' staff whilst at the premises of Supplier the individual concerned will comply with whatever accident reporting procedures Supplier have in place.

13 PROJECT MATERIALS: SERVICES

13.1 FSCS shall be entitled to all property, copyright and other intellectual property rights in the Project Materials which property, copyright and other intellectual property rights Supplier hereby, as beneficial owner with full title guarantee, assigns to FSCS.

13.2 At the request and expense of FSCS, Supplier shall do all such things and sign all documents or instruments reasonably necessary in the opinion of FSCS to enable FSCS to obtain, defend and enforce its rights in the Project Materials.

13.3 Upon request by FSCS, and in any event upon the completion of the Services or the termination of the Order, Supplier shall at its expense promptly deliver to FSCS all copies of the Project Materials then in Supplier's custody, control or possession.

13.4 The provisions of the Condition shall survive the expiration or termination of the Order.

13.5 Supplier warrants to FSCS that the Project Materials (with the exception of any material originating from FSCS or its employees) will be original works and the use or possession thereof by FSCS or Supplier will not give rise to any claim for infringement of any proprietary rights or any patent, trade or service mark, registered design, design right, copyright or other right in the nature of intellectual property of any third party.

13.6 Supplier shall, at FSCS' option and request, defend or settle at Supplier's own expense any such infringement proceedings which may be brought against FSCS or its employees. FSCS shall notify Supplier of any such claim of infringement brought against FSCS and shall co-operate with Supplier in every reasonable way to facilitate the defence thereof.

14 PERSONNEL: SERVICES

14.1 The parties shall each appoint a representative who shall have full authority to take all necessary decisions regarding the Services including the variation of these Conditions and the Order.

14.2 The parties shall procure their representatives meet regularly during the performance of the Services to discuss and minute the performance of the Services.

14.3 FSCS shall be entitled to request and obtain, at its discretion, the removal and replacement of any of Supplier's employees engaged in the performance of the Services which it may designate, provided that FSCS shall not exercise such right frivolously or vexatiously.

14.4 Supplier shall ensure that while any of Supplier's employees engaged in the performance of the Services are on FSCS' premises they will conform to FSCS' normal codes of staff and security practice.

14.5 Supplier shall not without the prior written consent of FSCS employ agents, contractors or sub-contractors in the provision of the Services; if with such consent it does so, every act or omission of the agents and sub-contractors shall for the purposes of these Conditions be deemed to be the act or omission of Supplier.

15 CONFIDENTIALITY

15.1 Supplier acknowledges that FSCS is subject to the Data Protection Act 1998. Without prejudice to the following provisions of this Condition, Supplier shall comply with, and shall ensure that its employees, agents, contractors and sub-contractors comply with, the requirements of the Financial Services and Markets Act 2000 and the Data Protection Act 1998, and any subsequent amendments thereto. Supplier agrees to FSCS taking reasonable steps to satisfy itself by audit or other means, that such compliance is taking place.

15.2 Supplier shall not, and shall procure that none of its employees, agents or sub-contractors shall, during this Agreement or at any time after, make use for its own purposes of, or disclose to any person (except as may be required by law), any information relating to FSCS the business of FSCS, or the exercise of its function, its organisation, finances, processes, specifications, and technology or any personal information about its claimants or authorised firms, staff, contractors, agents or clients obtained by Supplier in the course of performing the Services, all of which information shall be deemed to be confidential.

15.3 Conditions 15.2 shall not extend to information which was rightfully in the possession of Supplier prior to the commencement of this Agreement (other than where obtained during the course of provision of services to FSCS), which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this Condition) or which is trivial or obvious.

15.4 The obligations in this Condition 15 as to confidentiality shall survive any termination of the Order.

15.5 Supplier shall not publicise details of the Services without the prior written approval of FSCS.

15.6 All specifications, documents, material, records (whether in eye-readable or electronic form) and communicated to by FSCS or otherwise obtained by the Supplier from FSCS in connection with the Services shall be and remain property of FSCS and Supplier shall promptly on completion of Services or at any earlier time on demand return all such items to FSCS.

15.7 Supplier shall procure that each of its employees, agents and sub-contractors engaged in, or in connection with, the performance of the Services shall provide a written undertaking to FSCS in such form as may be specified by FSCS from time to time.

15.8 FSCS is currently not subject to request(s) under the Freedom of Information Act 2000 ("FOI Act"). However, FSCS may become subject to the provisions of the FOI Act at some point in the future. Until then, in certain circumstances and at its sole discretion, FSCS may voluntarily comply with requests made under the FOI Act.

16 INDEMNITY

16.1 Without prejudice to any other right or remedy available to FSCS, Supplier shall fully and promptly indemnify FSCS against all damages, proceedings, claims, demands, liabilities, losses, charges, costs and expenses which FSCS may suffer or incur as a result (direct or indirect) of:

16.1.1 any negligent or wrongful act or omission of Supplier or Supplier's employees, agent, contractor or sub-contractor (including any breach of these conditions); and

16.1.2 any breach of the warranties set out at conditions 4.1, 6.1, or 13.5.

16.2 The Indemnity given by Supplier at Condition 16.1 shall be subject to the maximum limit stated in the Order in respect of any one claim or series of connected claims except that Supplier does not limit its liability for death or personal injury. Where no limit is stated in the Order, the maximum shall be £5,000,000 (five million pounds).

16.3 FSCS will not be liable for any direct, indirect or consequential loss or for any damage, loss, claim, demand, expenses or otherwise suffered by Supplier that arise without any negligence on the part of FSCS.

17 INSURANCE

Supplier shall insure with a reputable insurance company all its liabilities to FSCS under these Conditions and the Order and will not do or omit to do anything whereby such insurance may be vitiated and shall, when required, produce to FSCS a copy of such policy and other evidence to establish that such insurance is in force.

18 TERMINATION

18.1 Either party may by written notice immediately terminate any Order in respect of all the Services which remain to be performed if in relation to such Order the other party commits any breach of its obligations and (in the case of a breach capable of remedy) fails to remedy the breach within 21 days of a request from the other party to do so.

18.2 FSCS may by written notice immediately terminate all Orders in respect of all the Goods and/or Services which remain to be delivered and/or performed if:

18.2.1 circumstances have arisen which permit FSCS to properly terminate any individual Order and which undermine FSCS' faith in the ability of Supplier to declare and/or perform the Goods and/or Services for FSCS;

18.2.2 any distress or execution shall be levied upon Supplier or if Supplier shall enter into any negotiation, arrangement or composition with its creditors or if any resolution is proposed or petition presented to wind up Supplier or if a receiver or administrative receiver of Supplier's assets or undertaking or any part thereof shall be appointed or if any administrator shall be appointed in respect of Supplier or if Supplier shall be deemed to be unable to pay its debts within the meaning of Section 123 Insolvency Act 1986, then in any such event FSCS may by notice in writing to Supplier having immediate effect terminate any Order then subsisting without prejudice to any other right or remedy FSCS may have.

18.2.3 Supplier becomes subject to adverse publicity which, in the reasonable opinion of FSCS, may be detrimental to FSCS.

18.3 In the event that Supplier is subject to a change of control Supplier shall give written notice of that change of control to FSCS as soon as reasonably practicable prior to the implementation of that change of control. FSCS may terminate all Orders at any time within 3 months of receipt of notice of a change of control under this clause by the giving of 21 days notice to Supplier. For the purposes of this clause, "control" means the right to direct the affairs of a company whether by ownership of shares, membership of the board of directors, agreement or otherwise.

18.4 On termination of the Order pursuant to conditions 18.1, 18.2 or 18.3 FSCS shall, subject to any right or remedy of FSCS, pay Supplier in respect of Services performed under such Order to the date of termination but shall have no further liability to make payment under such Order.

19 DATA PROTECTION

19.1 Supplier acknowledges that it may have access to information in the performance of its obligations under the Order which may contain "personal data" as defined in the Data Protection Act 1998 ("the DPA").

19.2 Supplier warrants that it will comply, and undertakes to ensure that its employees, agents, contractors and sub-contractors comply, with the DPA, where required to do so, and shall at all times act so as to enable FSCS to comply with the DPA. Supplier undertakes that:

19.2.1 It has appropriate technical and operational measures and processes in place to safeguard against unauthorised or unlawful processing of the personal data and against accidental loss or destruction of, or damage to, personal data; and

19.2.2 It will individually safeguard as private and confidential all personal data received by it at all times and shall only carry out processing of personal data as necessary to perform its obligations under the Order and in accordance with FSCS' instructions and shall not transfer any such personal data outside the UK.

19.3 Should Supplier no longer need any of the personal data for performance of its obligations under the Order it shall return to FSCS that personal data, copies thereof and data, in hard copy or in electronic form, derived there from.

19.4 Should the Order be terminated for any reason Supplier shall return to FSCS all such personal data in whatever form, copies thereof and data, in hard copy or in electronic form, derived there from.

19.5 Supplier shall assist (and procure that its employees, agents, contractors and sub-contractors shall assist) FSCS to enable FSCS to comply with such obligations as or imposed on it by the DPA. For avoidance of doubt, this assistance includes the obligation to provide FSCS with reasonable assistance in complying with any subject information request received by FSCS, promptly informing FSCS about the receipt of such a request by Supplier and not disclosing or releasing any personal data in response to such a request without first consulting with and obtaining the consent of FSCS.

19.6 In addition, Supplier shall assist (and shall procure that its employees, agents, contractors and sub-contractors shall assist) FSCS to comply with such obligations as are imposed on FSCS or voluntarily accepted as a matter of policy by FSCS under or in connection with legislation in from time to time relating to Freedom of Information. For avoidance of doubt, this assistance includes an obligation to promptly inform FSCS about the receipt of any request for information by Supplier, or any of its employees, agents, contractors or sub-contractors and, where requested by FSCS, to provide FSCS with reasonable assistance in complying with any such request (including a request received by FSCS) and not disclosing or releasing information in response to such a request without first consulting with and obtaining the consent of FSCS.

20 FORCE MAJEURE

Supplier shall not be liable to FSCS if it is prevented from or delayed in performing the Services at the time specified in the Order by reason of any circumstance beyond the reasonable control of Supplier. Supplier shall immediately notify FSCS of any such circumstance. In such event, FSCS may (without prejudice to any right or remedy available to it) suspend, modify or cancel the affected Order.

21 GENERAL

- 21.1** Save as expressly provided herein, these Conditions shall operate to the entire exclusion of any heads of terms, memoranda or other agreement or understanding of any kind between the parties preceding the date of these Conditions and in any way relating to the subject matter of these Conditions.
- 21.2** These Conditions and the Order constitute the whole agreement and understanding of the parties as to the subject matter and there are no provisions, terms, conditions or obligations, whether oral or written, express or implied, other than those contained or referred to in these Conditions and the Order.
- 21.3** In the event of any conflict between the terms of these Conditions and the Order the agreed provisions of the Order shall apply.
- 21.4** FSCS may assign any or all of its rights, liabilities or obligations under any Order to which these Conditions apply which shall ensure to the benefit of the successors in title and assigns of FSCS.
- 21.5** Supplier shall not without prior written consent of FSCS assign any of its rights, liabilities or obligations under any Order to which these Conditions apply.
- 21.6** Nothing in the Order or these Terms and Conditions shall be deemed at law to constitute a partnership relationship between the parties and neither of them shall have any authority to bind the other save for as provided in the Order.
- 21.7** All rights, remedies and power conferred upon the parties are cumulative and shall not be deemed or construed to be exclusive of any other rights, remedies or powers now or hereafter conferred upon the parties by law or otherwise and any failure at any time to insist upon or enforce any such right, remedy or power shall not be construed as a waiver thereof.
- 21.8** If any Condition or part thereof shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity or unenforceability shall in no way impair or affect any other Condition or part thereof all of which shall remain in full force and effect.
- 21.9** Any notice to be given under these Conditions must be delivered or be sent by prepaid registered post sent first class addressed to the registered office for the time being of the party to be served or may be transmitted by fax to the fax number for the party to be served last known to the party giving the notice. Notice served by post shall be deemed served on the second business day after the date of posting. Notice served by fax shall be deemed served on the next business day after the date of transmission. For this purpose, "business day" means any day other than a Saturday, Sunday or a day which is a public holiday in the place both of despatch and of address of the notice.
- 21.10** These Conditions shall be governed by and construed in accordance with English Law and the parties hereby submit to the exclusive jurisdiction of the English Courts.