Turning Point Needle and Syringe Programme Pharmacy Specification

Slough

Community Pharmacy Agreement

(Part A)

SERVICES AGREEMENT BETWEEN

1. Turning Point (registered number 793558) whose registered office is at 2 America Square, America House, London, EC3N 2LU (the '**Company**'); and

2. The person, firm or the company shown in Schedule A (hereinafter referred to as the '**Contractor'**)

WHEREAS:

(i) The Company has asked the Contractor to provide certain services as described in Schedule B to this Agreement (the **'Services'**).

(ii) The Contractor has agreed to provide the Services in accordance with the terms set out below and in consideration of the payments herein agreed to be made.

DEFINITIONS AND INTERPRETATION

In this Agreement the following words and expressions have the following meanings unless the context otherwise requires:

Agreement Personal Data	Personal Data which is to be Processed under this Agreement, as more particularly described in Appendix 1
Adverse Impact	(a) a substantial adverse impact on a party's ability to perform this Agreement in accordance with its terms and Applicable Law; and/or (b) the closure of any business or premises of a party made as a result of a change in law which renders some or all of the activities of a party in connection with this Agreement illegal or unlawful including (without limitation) any direction made or provisions requiring closure or restrictions on operation set out in or made under regulations issued under the Public Health (Control of Disease) Act 1984 or the Coronavirus Act 2020, or otherwise as a response to coronavirus disease
Anti-Slavery Laws	any and all laws anywhere in the world which relate to anti-slavery or servitude, anti-forced or compulsory labour and/or anti-human trafficking, including the Modern Slavery Act 2015
Applicable Law	any: a) law including any statute, statutory instrument, bye law, order, regulation, directive, treaty, decree, decision (including any judgment, order or decision of any court, regulator or tribunal); b) rule, policy, guidance or recommendation issued by any governmental, statutory or regulatory body; and/or c) industry code of conduct or guideline in force from time to time which relates to this Agreement and/or the Services.
Brexit Event	any change, event or occurrence arising out of, related to or connected with the decision of the UK to withdraw from the EU and whether occurring before or after the date of the UK's withdrawal or otherwise arising in relation to the expiry of the transition period, including without limitation any modification of law, irrespective of any transition or implementation period in place as part of the withdrawal arrangements between the UK and the EU.
Business Day	a day other than Saturday or Sunday or a bank holiday or public holiday in

	England and Wales.
Contractor Personnel	Any staff employed by the Contractor or agency staff hired by the Contractor that are involved in the provision of the Services.
Costs	all costs (on a full indemnity basis) including legal and other professional costs and costs of enforcement.
Data Protection Legislation	all Applicable Laws relating to data protection, the processing of personal data and privacy, and/or electronic communications in force from time to time including: a) the Data Protection Act 2018; b) the General Data Protection Regulation (EU) 2016/679; and c) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as may be amended by the proposed Regulation on Privacy and Electronic Communications); and references to "Controller", "Data Subjects", "Personal Data", "Process", "Processed", "Processing", "Processor" and "Supervisory Authority" have the meanings set out in, and will be interpreted in accordance with, such Applicable Laws.
Deliverables	any deliverables detailed in Schedule B.
End Date	the date this Agreement expires, as set out in Schedule B.
"Insolvent"	a party is Insolvent where it: (a) has a winding up petition presented against it; (b) has a winding-up order made or a notice of striking off filed in respect of it; (c) has an administration order made in respect of it; (d) has a notice of appointment of an administrator filed in respect of it at any court; (e) makes or is subject to: (i) a company voluntary arrangement; (ii) a composition with its creditors generally; (iii) an application to a court of competent jurisdiction for protection from its creditors generally; (iv) a scheme of arrangement under Part 26A Companies Act 2006; or (v) a scheme of arrangement under Part 26 Companies Act 2006 (save for the purpose of a solvent reconstruction or amalgamation previously approved in writing by the other party); (f) has a receiver, LPA receiver, fixed charge receiver, receiver and manager, administrative receiver or court appointed receiver or a provisional liquidator appointed over any of its assets, undertaking or income; (g) becomes subject to a moratorium under Part A1 of the Insolvency Act 1986 (h) ceases to trade or unable to pay its debts as they fall due; or (i) (i) is the subject of anything analogous to the foregoing under the laws of any applicable jurisdiction; (ii) is the subject of any proceeding in any Member State of the European Union which is capable of recognition under the EC Regulation on Insolvency Proceedings (EC 1346/ 2000) or the EU Regulation on Insolvency Proceedings (Recast) (EU 2015/848); or (iii) is the subject of an application for the recognition of a foreign insolvency proceeding under the Cross-Border Insolvency Regulations 2006 (SI 2006/1030).
Inter-Company	framework agreement for the supply of services between Turning Point

Agreement	(Services) Limited and the Company dated 6 July 2020.
Losses	all losses including all direct, indirect and consequential losses.
Main Service Contract	the contract that has been awarded to Turning Point (Services) Limited by the relevant commissioning body.
Modern Slavery Practice	any practice that amounts to (a) slavery or servitude (each as construed in accordance with Article 4 of the Convention for the Protection of Human Rights and Fundamental Freedoms of 4 November 1950, as amended), (b) forced or compulsory labour (as defined by the International Labour Organisation's Forced Labour Convention 1930 (No. 29) and Protocol), (c) human trafficking or (d) the arrangement or facilitation of the travel of another person with a view to that person being exploited.
Personal Data Security Incident	(a) a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Agreement Personal Data transmitted, stored or otherwise processed; or (b) a discovery or reasonable suspicion that there is a vulnerability in any technological measure used to protect any Agreement Personal Data that has previously been subject to a breach within the scope of paragraph (a) which may result in exploitation or exposure of that Agreement Personal Data; or (c) any defect or vulnerability with the potential to impact the ongoing resilience, security and/or integrity of systems processing Agreement Personal Data.
Public Health Event	any: a) outbreak of disease where such outbreak is designated a serious threat to public health; b) control, direction, law or measure imposed, issued or administered by any governmental, statutory or regulatory body as a response to an outbreak of disease or as a means of preventing the significant transmission of a disease; in each case relating to the United Kingdom (and any part of it).
Public Health Guidance	any government announcement or guidance or good practice guidelines issued by any governmental, statutory or regulatory body in the UK or any part of it as a response to a Public Health Event, including without limitation guidance issued by the UK Government, NHS England, Public Health England, the World Health Organisation.
Recoverable Liabilities	all losses, liabilities, Costs, damages and expenses that the indemnified person does or will incur or suffer, all claims or proceedings made, brought or threatened against the indemnified person by any person and all losses, liabilities, Costs, damages and expenses the indemnified person does or will incur or suffer as a result of defending or settling any such actual or threatened claim or proceeding.
Service Recipient	any entity receiving the Services.
Start Date	the date this Agreement commences, as set out in Schedule B.
Strategic Procurement Manager	in respect of the Company, the relevant procurement manager listed in Schedule A.
Sub-Processor	any person (including any affiliate/member of the Contractor's Group) appointed, engaged or permitted by the Contractor to process Agreement Personal Data.
Supervisory Authority	any regulatory authority responsible for the enforcement, regulation or governance of any Data Protection Legislation and any replacement or successor body or person for any such authority from time to time.

- any words following the words “include”, “includes”, “including”, “in particular” or any similar words or expressions will be construed without limitation and accordingly will not limit the meaning of the words preceding them; and

- wherever under this Agreement the Company’s consent is required before the Contractor is permitted to do a particular act or thing, unless otherwise expressly provided, the Company is entitled to give or withhold consent or make consent subject to conditions at its sole discretion.

IT IS AGREED AS FOLLOWS:

1. Appointment and Term

1.1. The Company hereby engages the Contractor to carry out the Services and the Contractor hereby agrees to provide the Services on the following terms and conditions. Any terms and conditions stipulated by or referred to by the Contractor are expressly excluded from this Agreement unless specifically included in this Agreement.

1.2. This Agreement shall be in substitution for any terms previously in force between the Contractor and the Company and the Contractor hereby acknowledges that it has no outstanding claims of any kind against the Company.

1.3. Term

This Agreement shall commence on the Start Date and (subject to the powers of termination hereinafter contained) continue to the respective dates set out in Schedule B to this Agreement. These dates are agreed on the basis that the Services shall have been completed to the satisfaction of the Company.
Without prejudice to the rights of termination set out in this Agreement, the parties may, not less than 3 months prior to the End Date, agree in writing to extend the term of this Agreement.

1.4.

a) Subject to clause 1.4 (b), the Contractor will supply and perform the Services personally, and pursuant to clause 9.2 and 9.3 will not be permitted to assign or subcontract the Services to another person.

The Contractor may use an agency staff as well as its own employees to provide the Services under this Agreement, provided:

i. the Contractor complies with the provisions set out in clauses 2.1 b) and 2.2.c), and
ii. at all times the Contractor remains liable for the acts or omissions of any Contractor Personnel.

The Company reserves the right to terminate this Agreement without notice if any there is breach of clauses 2.1 b) and 2.2.c) or performance of this Agreement is likely to place the Company in breach of its obligations under the Inter-Company Agreement.

1.5. Where the Contractor considers that it is necessary to use the services of a third party including for the purposes of information or for the supply of goods or services it shall, except in matters of a minor nature, first obtain the written consent of the Company.

1.6. It is agreed that, for the purposes of carrying out the Services under this Agreement, the Contractor is an independent contractor who shall not hold itself out as or purport to be an employee of the Company. Nothing in this agreement shall be deemed to imply that the relationship between the

Company and the Contractor under this Agreement is that of master and servant, principal and agent or employer and employee. The Contractor will indemnify the Company against any losses incurred, in each case arising out of or in connection with any claim or allegation made by the Contractor, or any personnel acting on behalf of the Contractor, that the Company is that individual's employer. In addition, in the event of any such claim, the Company will be entitled to terminate this Agreement immediately.

1.7. If either party shall be prevented from carrying out its obligations under this Agreement due to any event or circumstances beyond the reasonable control of the relevant party (but excluding changes in law (other than absolute changes in law), any Brexit Event and/or any Public Health Event) including, without prejudice to the generality of the foregoing, strikes, lock-outs, act of God, war, riot, civil commotion, malicious damage, compliance with any law or government order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, then:

a) subject to 1.7 (b) and (c), that party's obligations under the contract shall be suspended during the period and to the extent that that party is prevented or hindered from performing its obligations under the Agreement;
b) The party concerned shall give notice of suspension as soon as reasonably possible to the other party stating the date and extent of the suspension and its cause. The omission to give such notice shall forfeit the rights of that party to claim suspension. Any party whose obligations have been suspended as aforesaid shall resume the performance of those obligations as soon as reasonably possible after the removal of the cause and shall so notify the other party;
c) In the event that the cause continues for more than one month either party may terminate this Agreement immediately and without notice.

1.8. For the avoidance of doubt, the parties agree that the occurrence of a Brexit Event or a Public Health Event will not be deemed events or circumstances in which a party can exercise the rights under clauses 1.7 a) to c).

1.9. Except as set out in this clause 1.9, 1.11 and 1.12,the occurrence of a Brexit Event or Public Health Event will not:

a) affect any obligation under this Agreement;

b) have the effect of altering or invalidating any term of this Agreement or of discharging or excusing the Contractor from performance of the Services under this Agreement;

c) permit the Contractor to increase any of its prices or charges or to exercise any right or discretion to do the same, unless agreed in advance by the Company in writing;

d) permit the Contractor to increase any of its costs which are payable or reimbursable by the Company, unless agreed in advance by the Company in writing; and/or

e) have the effect of terminating this Agreement or permit the Contractor to exercise any contractual right of termination or give either party the right to vary or to terminate this Agreement other than as set out in clause 4.

1.10. The Contractor will ensure that any business continuity plan it has:

a) includes a separate response plan to any Brexit Event or the outbreak of a Public Health Event;

b) covers and is kept up to date and tested so that it can be implemented to mitigate the impact of any Brexit Event or a Public Health Event; and

c) enables so far as practically possible that the business and operations of the Contractor materially comply with relevant Public Health Guidance and other Applicable Law.

1.11. If a Brexit Event or Public Health Event has an Adverse Impact on the Contractor, the Company's obligations including payment will be suspended for the duration that the Contractor continues to be suffer that Adverse Impact.

1.12. In the event that a Brexit Event or Public Health Event has an Adverse Impact on the Contractor and such Adverse Impact continues for more than one month, the Company may terminate this Agreement immediately and without notice.

1.13. This Agreement, including the attached schedules, contains the whole Agreement between the parties. This Agreement may not be altered, amended or modified except in writing signed by duly authorised representatives of the parties which in the case of the Company is the Strategic Procurement Manager.

1.14. Appointment of the Contractor or any subcontractor under or in connection with this Agreement is subject to the Company obtaining the relevant written consent from Turning Point (Services) Limited in accordance with clause 16 of the Inter-Company Agreement (and any relevant statement of work) to perform the Services. Consent under the Inter-Company Agreement may require a written resolution of the board of Turning Point (Services) Limited.

2. Scope of Appointment

2.1. During the term of this Agreement the Contractor will provide the Services:

a) in accordance with any timescales and deadlines set out in any service specification in Schedule B; with reasonable care and skill and to the best of the Contractor's ability; and
b) ensure that any Contractor Personnel engaged in performance of the Services perform the Services using reasonable care and skill, with such Contractor Personnel having suitable experience, skills and qualifications to provide the Services.

2.2. The Contractor warrants to the Company that:

a) the Contractor will perform the Services with reasonable care and skill and in accordance with generally recognised industry practices and standards from time to time;

b) the Services will be provided in accordance with all applicable legislation and regulation that is from time to time in force; and

c) any personnel involved in providing the Services are suitably skilled and qualified to provide the Services and the Contractor has carried out a background check including without limitation disclosure and barring service check to confirm the relevant individual's eligibility to provide the Services;

and all such warranties shall be reaffirmed by the Contactor each time it provides the Services.

2.3. The Contractor undertakes that appropriate time will be spent (including the preparation of any documentation) to ensure completion of the Services within any set deadlines.

2.4. The Services shall conform to the particulars and specification (if any) set out in Schedule B, (or in any relevant correspondence between the parties). The Contractor shall ensure that the Services are performed in time, and to the skilled and expert standards to be expected in the provision of such Services. The Contractor should exercise and carry out such functions and observe all such directions as the Company may lawfully direct, give or impose upon the Contractor within the scope of the services.

2.5. Liaison relating to technical and/or operational matters in respect of the Services shall be dealt with by the parties' respective representatives identified in Schedule A.

2.6. Liaison relating to commercial and/or contractual matters shall be dealt with on behalf of the Company by the Strategic Procurement Manager who is the only person empowered to amend any of the terms of this Agreement on behalf of the Company with the Contractor.

Data Protection

3.1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the Company is the data controller (hereafter will be referred to '**the Controller'**) and the Contractor is the data processor (hereafter referred to as 'the **Contractor'**). The only processing that the Contractor is authorised to do is listed in Appendix 1 by the Controller and may not be determined by the Contractor.

3.2. The Contractor shall notify the Controller immediately if it considers that any of Controller's instructions infringe the Data Protection Legislation.

3.3. The Contractor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:

b) a systematic description of the envisaged processing operations and the purpose of the processing;

an assessment of the necessity and proportionality of the processing operations in relation to the Services;
an assessment of the risks to the rights and freedoms of Data Subjects; and
the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Agreement Personal Data.

3.4. The Contractor shall, in relation to any Agreement Personal Data processed in connection with its obligations under this Agreement:

a) comply with the Data Protection Legislation;
b) process that Agreement Personal Data only in accordance with the provisions in Appendix 1to this Agreement, unless the Contractor is required to do so otherwise by any Applicable Data Protection Legislation. If it is so required, the Contractor shall promptly notify the Controller before processing the Agreement Personal Data unless prohibited by such Data Protection Legislation;
c) not cause the Controller to breach any of its obligations under the Data Protection Legislation;
d) immediately notify the Controller if, in its reasonable opinion, any instructions received from the Controller infringes any Data Protection Legislation;

taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing, implement and assist the Controller to implement,

technical and organisational measures to ensure a level of security appropriate to the risk presented by the processing of Agreement Personal Data under this Agreement, in particular from a Personal Data Security Incident.

e) ensure that:

I. the Contractor's Personnel do not process Agreement Personal Data except in accordance with this Agreement (and in particular Appendix 1);

II. it takes all reasonable steps to ensure the reliability and integrity of any Contractor Personnel who have access to the Agreement Personal Data and ensure that they:

a. access such Agreement Personal Data strictly on a need to know basis as necessary to perform their roles in the performance of this Agreement;
b. are aware of and comply with the Contractor's duties under this clause 4;
c. are subject to appropriate confidentiality undertakings with the Contractor or any Sub-Processor;
d. are informed of the confidential nature of the Agreement Personal Data and do not publish, disclose or divulge any of the Agreement Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Agreement; and
e. have undergone adequate training in the use, care, protection and handling of Agreement Personal Data; and

f) not transfer Agreement Personal Data outside of the EU unless the prior written consent or specific instruction of the Controller has been obtained and the following conditions are fulfilled before making such transfers:

I. Contractor has provided appropriate safeguards in relation to the transfer in accordance with Data Protection Legislation to the Controller's satisfaction; the Data Subject has enforceable rights and effective legal remedies;
II. the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Agreement Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
III. the Contractor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Agreement Personal Data;

if the appropriate safeguards demonstrated or implemented in accordance with clause 4.3(f) are deemed at any time not to provide an adequate level of protection in relation to Agreement Personal Data, the Contractor will implement such alternative measures as may be required by the Controller to ensure that the relevant transfer and all resulting processing are compliant with Data Protection Legislation.

g) ensure that records are created, managed, used, retained and/or destroyed in such a manner so as to maintain their confidentiality, integrity and availability in accordance with relevant Applicable Laws;
h) at the written direction of the Controller, securely delete or return Agreement Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Contractor is required by Law to retain the Agreement Personal Data; and
i) notify the Controller without undue delay if it becomes aware of any areas of actual or potential non-compliance with the Data Protection Legislation, without prejudice to its obligations to comply with, or to any rights or remedies which the Controller may have for breach of the Data Protection Legislation.

3.5. Subject to clause 4.6, the Contractor shall notify the Controller immediately if it:

a) receives a Data Subject Access Request (or purported Data Subject Access Request);
b) receives a request to object, restrict, rectify, block or erase any Agreement Personal Data;
c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
d) receives any communication from a Supervisory Authority in connection with Agreement Personal Data processed under this Agreement;
e) receives a request from any third Party for disclosure of Agreement Personal Data where compliance with such request is required or purported to be required by Law; or

3.6. becomes aware of a Personal Data Security Incident including providing information of the categories and approximate number of Data Subjects and Agreement Personal Data records concerned, the likely consequences of the Personal Data Security Incident an any measure proposed to be taken to address the Personal Data Security Incident and to mitigate its possible adverse effects . The Contractor's obligation to notify under clause 4.5 shall include the provision of further information to the Controller in phases, as details become available, without undue delay, but the Contractor may not delay notification under clause 4.5 on the basis that an investigation is incomplete or ongoing.

3.7. Taking into account the nature of the processing, the Contractor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 4.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:

a) the Controller with full details and copies of the complaint, communication or request;
b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Access Request or any other individual rights request within the relevant timescales set out in the Data Protection Legislation;
c) the Controller, at its request, with any Agreement Personal Data it holds in relation to a Data Subject;
d) assistance as requested by the Controller following any Personal Data Security Incident; and
e) assistance as requested by the Controller with respect to any request from any Supervisory Authorities, or any consultation by the Controller with such Supervisory Authorities.

3.8. The Contractor shall provide reasonable assistance to the Controller in

a) documenting any Personal Data Security Incidents and reporting any Personal Data Security Incidents to any Supervisory Authority and/or Data Subjects;

b) taking measures to address Personal Data Security Incidents, including, where appropriate, measures to mitigate their possible adverse effects;

c) documenting compliance of the processing of Agreement Personal Data with the Data Protection Legislation, including providing a systematic description of the envisaged processing operations; and

d) conducting data protection impact assessments of any processing operations and consulting with Supervisory Authorities, Data Subjects and their representatives accordingly.

3.9. The Contractor shall prepare and securely maintain complete and accurate records and information to demonstrate its compliance with producing records of processing activities. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:

a) the Controller determines that the processing is not occasional;
b) the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
c) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

3.10. The Contractor shall allow for and contribute to audits of its Data Processing activity by the Controller or the Controller's designated auditor.

3.11. The Contractor shall designate a Data Protection Officer ("**DPO**") if required by the Data Protection Legislation. If required, the Contractor shall provide the following information about their DPO:

DPO Name	
DPO Email	
Telephone	

3.12. Notwithstanding clauses 9.2 and 9.3, before allowing any Sub-processor to process any Agreement Personal Data related to this Agreement, the Contractor must:

a) notify the Controller in writing of the intended Sub-Processor and processing;
b) obtain the written consent of the Controller;
c) enter into a written agreement with the Sub-Processor which give effect to the terms set out in this clause 4 such that they apply to the Sub-Processor; and
d) provide the Controller with such information regarding the Sub-Processor as the Controller may reasonably require.

3.13. The Contractor shall remain responsible and fully liable for all acts or omissions of any Sub - Processor as if they were its own, and will procure that Sub-Processors will perform all obligations set out in this clause 4.

3.14. The Contractor may, at any time by giving no less than 30 Business Days' notice, revise this clause 4 by replacing it with any applicable controller to processor clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this clause 4).

3.15. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on giving not less than 30 Business Days' written notice to the Contractor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

3.16. [The Contractor will indemnify the Controller against the Recoverable Liabilities, in each case arising out of or in connection with any breach by the Company or any Sub-Processor of any of its obligations under this clause 4 (including any failure or delay in performing, or negligent performance or non-performance of, any of those obligations)].

3.17. Without prejudice to the Controller's other rights and remedies under this Agreement, any breach of this clause 4 by the Contractor or any Sub-Processor will be a material breach of this Agreement, irrespective of whether any financial loss or reputational damage arises, and irrespective of the level of any financial loss or deprivation of benefit arising, as a consequence of such breach.

3.18. Where under this clause 4 the Contractor is required to notify the Controller of any matter or thing, such notification will be marked for the attention of the Controller's Data Protection Officer and sent by email to the following email address: dpo@turning-point.co.uk

4. Termination

4.1. This Agreement may be terminated by the Company giving to the Contractor not less than three (3) months' email notice at any time after the Start Date. The Company reserves the right to require the Contractor not to perform the Services during any period of notice.

4.2. This Agreement will terminate with immediate effect should the Main Service Contract cease in respect of this Agreement.

4.3. The Company may terminate this Agreement by giving not less than one (1) months' notice in writing:

a) if the Contractor commits a material breach which cannot be remedied;
b) if the Contractor commits a material breach which can be remedied but fails to remedy that breach within 30 days of notice setting out the breach and requiring it to be remedied being given by the Company;
c) if the Contractor commits any repeated or continued breach by the Contractor of its obligations hereunder (after reasonable warnings from the Company) including but not limited to failing to supply the Services on time and failing to supply the Services to the quality or standard required;
d) if the Contractor is guilty of conduct tending to bring itself or the Company into disrepute; or
e) if the Contractor fails to discharge its duties hereunder efficiently or diligently.

4.4. The Company may terminate this Agreement immediately by giving written notice to that effect to the Contractor:

a) if the Contractor becomes Insolvent;
b) in the circumstances set out in clauses 1.4(b), 1.7(c) or 1.12; or
c) if written consent pursuant to clause 1.14 is withdrawn in respect of this Agreement.

Consequences of termination

4.5. Following termination of this Agreement, howsoever arising:

a) the Contractor shall deliver to the Company all books documents papers and other property of or relating to the business of the Company which may then be in the Contractor's possession or under its control;

any provisions which expressly or impliedly continue to have effect after expiry or termination of this Agreement will continue in force; and

all other rights and obligations will immediately cease without prejudice to any rights, obligations, claims (including claims for damages for breach) and liabilities which have accrued prior to the date this Agreement terminates.

4.6. Termination of this Agreement shall be without prejudice to any rights which have accrued at the time of termination.

4.7. The Contractor shall be responsible for all losses incurred by the Company as a result of the Contractor's breach of the terms of this Agreement including losses incurred by the Company in replacing the Contractor.

4.8. Any notice sent by first class post to the address set out in Schedule A party shall be deemed to have been two days from the date of posting.

4.9. No forbearance or indulgence by the Company in enforcing any condition of this Agreement shall prejudice or restrict the Company's rights or powers under this Agreement and no waiver of any breach shall operate as a waiver of any subsequent or continuing breach.

5. Indemnity and Insurance

5.1. Contractor agrees to indemnify and keep indemnified the Company from and against any or all direct losses, damage or liability (whether criminal or civil) suffered and legal fees and costs incurred by the Company resulting from a breach of this agreement by Contractor (including employee's or agents of Contractor) including:

a) breaches in respect of any matter arising from the provision of the Services resulting in a successful claim from any third party;

b) any Court action against Company for infringement of any copyright or intellectual property used by Contractor, or by Company in accordance with Contractor's instructions or with Contractor's consent.

5.2. Subject to clause 5.1, the total aggregate liability of each Party to the other whether in contract, tort (including negligence), breach of statutory duty or otherwise arising out of or in connection with this Agreement will be a maximum of the total fees paid or payable under this Agreement.

5.3. Neither Party will be liable to the other Party for any indirect or consequential loss or damage including, without limitation, any indirect loss of business or profits in each case whether arising from negligence, breach of contract or otherwise.

5.4. Contractor agrees to maintain at its own cost a comprehensive policy of insurance to cover:

a) public liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) in relation to any one claim or series of claims;

b) employer's liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) in relation to any one claim or series of claims;

c) professional indemnity insurance with a limit of indemnity of not less than five million pounds (£5,000,000) in relation to any one claim or series of claims and shall ensure that all professional consultants or Sub-Contractors involved in the provision of the Services hold and maintain appropriate cover.

6. Payment Terms

7.1 In consideration of the provision of the Services, Company (via its agent NEO360) shall pay to Contractor such amounts, and in accordance with the procedures, as are set out in Schedule 1, including payment within 45 days of the claim deadline.

7.2 The amounts set out in Schedule 1 of Part B of this Agreement are on a fixed price basis and any modifications or variations to those amounts will be agreed through consultation with the Local Pharmaceutical Committee. Any subsequent changes will be reflected in the issue of a new agreement or Variation To Contract (VTA).

7.3 The payment terms will be reviewed at 6 months following a local needs assessment process. Any changes will be implemented via a VTC arrangement issued to contractors by the Company

7.4 The Contractor will be required to register and maintain the correct details on the Company's supplier portal.

7.5 If the Company, on bona fide grounds, disputes any part of an amount invoiced by the Contractor (a "Disputed Sum"), the Company will be entitled to withhold payment of the Disputed Sum until the dispute is settled.

7.6 The Company will be entitled to set-off any liability which the Contractor has to the Company against any liability which the Company has to the Contractor, whether such liability is present or future, liquidated or unliquidated, under the Agreement or any other contract between the parties or other cause of action.

7. Value Added Tax

7.1. Unless otherwise provided, in addition to sums payable by the Company under this agreement the Company shall on provision by the Contractor of a valid tax invoice pay any value added tax ("VAT") properly payable in respect thereof.

8. Taxes

8.1. Any payment of or responsibility for any VAT, income tax or other taxes, national insurance as a self-employed person or similar impost or other such payment of a fiscal nature which may be found due in respect of the appointment and the payment of fees by the Company to the Contractor hereunder (together referred to as "the Taxes") shall be exclusively borne by the Contractor.

8.2. The Contractor hereby agrees to indemnify the Company against all costs, claims, actions, demands, penalties and liabilities incurred in respect or arising in connection with all or any of the Taxes.

9. Assignment and novation

9.1. The Company may assign, transfer, charge, hold on trust for any person or deal in any other manner with any of its rights under this Agreement.

9.2. The Contractor shall not be entitled to carry out its obligations under this Agreement through any agents or sub-contractors unless the Company provides its express written consent (and subject to the Company obtaining any relevant consent in accordance with clause 16.1 of the Inter-Company Agreement). In the event that such consent is given, the Contractor acknowledges and agrees that it shall remain wholly responsible for any act and/or omissions of such sub-contractor and shall ensure that each sub-contractor is bound by the same obligations as the Contractor agrees to in this Agreement.

9.3. This Agreement is personal to the Contractor, and subject to clauses 1.4 and 9.2, the Contractor may not, without the prior written consent of the Company assign, novate, mortgage, charge (otherwise than by floating charge), dispose of any of its rights hereunder, subcontract, or otherwise transfer or delegate to any person the whole or any part of this Agreement including any of its rights and obligations under this Agreement.

10. Anti-Corruption

10.1. The Contractor will, and will procure that any Contractor Personnel and any sub-contractors will:

a) not commit any act or omission which causes or could cause it the Company or any Service Recipient to breach, or commit an offence under, any laws relating to anti-bribery and/or anti-corruption, including the Bribery Act 2010;

b) comply with:

10.1.b.1. all Applicable Laws relating to anti-bribery or anti-corruption, including the Bribery Act 2010; and

10.1.b.2. the Company's anti-bribery policy as updated from time to time;

c) promptly notify the Company in writing of:

10.1.c.1. any request or demand for any improper financial or other advantage received by it; and

10.1.c.2. any improper financial or other advantage it gives or intends to give

whether directly or indirectly in connection with this Agreement; and

10.2. promptly notify the Company in writing of any breach of this clause 10.1.

10.3. Any breach of clause 10.1 by the Contractor will be a material breach of this Agreement which is not capable of being remedied, irrespective of whether any financial loss or reputational damage arises, and irrespective of the level of any financial loss or deprivation of benefit arising, as a consequence of such breach.

10.4. The Contractor will indemnify each Service Recipient against the Recoverable Liabilities, in each case arising out of or in connection with any breach by the Contractor of clause 10.1 (including any failure or delay in performing, or negligent performance or non-performance of, any of its obligations under clause 10.1).

11. ANTI-SLAVERY

11.1. The Contractor will, and will procure that any Contractor Personnel and any sub-contractors will at all times:

a) comply with all applicable Anti-Slavery Laws;

b) comply with any Company ethical code of conduct;

c) not engage in any Modern Slavery Practice;

11.2. not do or omit to do any act or thing which constitutes or may constitute an offence under applicable Anti-Slavery Laws;

11.3. not knowingly employ or engage in any practices that constitute or may constitute an offence under Anti-Slavery Laws; and

11.4. not do or omit to do any act or thing which causes or may cause the Company or any Service Recipient to be in breach of and/or to commit an offence under any Anti-Slavery Laws.

11.5. The Contractor will:

11.6. conduct proper and detailed checks on any agency or person used by the Contractor to provide labour, employees, contractors or other persons to undertake tasks for the Contractor (in each case whether on a permanent or temporary basis) to ensure that any such agency or person does not engage and has not in the past engaged in any Modern Slavery Practice;

11.7. provide the Company and each Service Recipient with such reasonable assistance and information as it may require from time to time to enable it to:

11.8. perform any activity required by any government, regulatory entity or agency in any relevant jurisdiction for the purpose of compliance with any applicable Anti-Slavery Laws or as required by the Company and/or relevant Service Recipient;

11.9. prepare a slavery and human trafficking statement as required by section 54 Modern Slavery Act 2015 and to include the matters referred to in section 54(5) Modern Slavery Act 2015;

11.10. comply with any requirement to report on respect for human rights or to enable the Company and/or relevant Service Recipient to demonstrate compliance with any human rights code or policy to which it adheres or which applies to it;

11.11. identify any non-compliance with the Company's ethical code of conduct (to the extent the Company has such a code of conduct); and

11.12. conduct due diligence and to measure the effectiveness of the steps that the Company and/or Service Recipient is taking or wishes to take to ensure that Modern Slavery Practices are not taking place in its business or supply chains.

11.13. The Contractor will immediately give written notice to the Company upon the occurrence of a breach or suspected breach of any of its obligations under this clause 11.

11.14. Any breach of this clause 11 by the Contractor will be a material breach of this Agreement which is not capable of being remedied, irrespective of whether any financial loss or reputational damage arises, and irrespective of the level of any financial loss or deprivation of benefit arising, as a consequence of such breach.

11.15. The Contractor will indemnify the Company and each relevant Service Recipient against the Recoverable Liabilities, in each case arising out of or in connection with any breach by the Contractor of this clause 11 (including any failure or delay in performing, or negligent performance or non-performance of, any of its obligations under this clause 11).

12. Law

12.1. The construction, performance and validity of this Agreement will be governed by the laws of England, and the parties hereby agree to submit to the exclusive jurisdiction of the English courts.

13. Entire Agreement

13.1. This Agreement constitutes the entire agreement between the parties and supersedes any prior agreement or arrangement in respect of its subject matter and:

a) neither party has entered into this Agreement in reliance upon, and it will have no remedy in respect of any misrepresentation, representation or statement (whether made by the other party or any other person and whether made to the first party or any other person) which is not expressly set out in this Agreement;

b) the only remedies available for any misrepresentation or breach of any representation or statement which was made prior to entry into this Agreement and which is expressly set out in this Agreement will be for breach of contract;

c) nothing in this clause 133 will be interpreted or construed as limiting or excluding the liability of any person for fraud or fraudulent misrepresentation.

SIGNED BY or on behalf of the parties on the date stated at the beginning of this Agreement.

Signed for and behalf of the Company :
Signature:
Print Name: Jason Drury
Position: Strategic Procurement Manager
Date:
Signed for and on behalf of the Contractor:
Signature:
Print Name:
Position:
Date:

SCHEDULE A

CONTACTS

1. THE CONTRACTOR

Contractor name:	
Registered company number:	
Registered office address:	
Named contact:	
Email:	
Tel No.	
Website:	

2. AGREEMENT CONTACTS:

For the Company:	
Name:	Alison Finlay
Address:	27 Pursers Court, Slough, SL2 5DL
Tel No.	**01753 692548**
Email:	Alison.finlay@turning-point.co.uk
For the Contractor:	
Name:	
Address:	
Tel No.	
Email:	

3. FINANCE CONTACTS:

For the Company:	
Name:	Accounts Payable
Address:	The Exchange 3 New York Street M1 4HN
Tel No.	0161 238 5100
Email:	accounts.payable@turning-point.co.uk
For the Contractor:	
Name:	
Address:	
Tel No.	
Email:	

SCHEDULE B

SERVICES AND DELIVERABLES

1. SERVICES:

The supply and delivery of the Needle and Syringe Programme as outlined in TP Pharmacy Specification.

2. DELIVERABLES:

The following item(s) must be delivered to the Company as a result of this Agreement:
Outlined in the Turning Point Needle and Syringe Programme Pharmacy Specification (attached)

3. TERM

The term of this Agreement is as follows:
Start Date: 1st April 2025
End Date:
Extension Period:

4. METHOD OF MEASUREMENT:

The services provided by the Contractor shall be measured using:
Outlined in the *Turning Point Needle and Syringe Programme Pharmacy Specification* (attached)

5. TRAINING REQUIREMENTS

The training requirements, frequency and outputs:
Outlined in the *Turning Point Needle and Syringe Programme Pharmacy Specification* (attached)

6. SYSTEM ACCESS:

Needle and Syringe Programme activity will be recorded through NEO360

7. GOVERNANCE

The requirements, frequency and outputs:
Outlined in the *Turning Point Needle and Syringe Programme Pharmacy Specification* (attached)

8. CONTRACT MANAGEMENT

The requirements, frequency and outputs:
Quarterly Contract Management Review Meetings via the Local Pharmaceutical Committee Documented agenda, minutes, actions and outputs All contract related correspondence to be uploaded in the S2C Contract Management repository

9. CHARGES:

The charges payable by the Company to the Contractor are as follows:
NSP payments will be made to the Contractor at the following rates: £2.20 per transaction plus £82.50 quarterly payment for active pharmacies

APPENDIX 1 – AGREEMENT PERSONAL DATA

Subject matter of processing	[DETAILS]
Duration of processing	[DETAILS]
Nature of processing	[DETAILS]
Purpose of processing	[DETAILS]
Type of Personal Data	[DETAILS]
Categories of Data Subject	[DETAILS]