

DATED

CUSTOMER AGREEMENT

between

BLUELIGHT COMMERCIAL LIMITED

and

CUSTOMERS



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THIS AGREEMENT is dated

PARTIES

- (1) BlueLight Commercial Limited (company registration number 12517649) whose registered office is at Lower Ground, 5-8 The Sanctuary, Westminster, London, SW1P 3JS (“**BLC**”)
- (2) The Commissioners, Chief Officers and other Blue Light Organisations as set out in Appendix 1 (“**Customers**”)

1. BACKGROUND

- 1.1** As part of the 2020/21 Police Funding Settlement HM Treasury placed a condition for policing on the Home Office’s Spending Round settlement that BLC was to be set up and delivered into policing to oversee and undertake procurements on a national basis to secure both financial and resource savings for UK policing by reducing the need to duplicate procurement processes and to utilise and co-ordinate the Customers buying power.
- 1.2** BLC has now been incorporated as a company limited by guarantee whose Articles of Association permit it to act as a central purchasing body and enter into contracts for the benefit of the Customers subject to the terms of this Agreement.
- 1.3** Accordingly, BLC and the Customers, referred to within this Agreement as the ‘Parties/Party’, have agreed to work together in the spirit of trust and a collaborative, joint working approach to achieve the procurement and contracted delivery of various goods and services on a national basis to secure the financial and resource savings anticipated by the Home Office (**Purpose**).
- 1.4** In order to secure the delivery of the Purpose the Parties agree to be bound by the terms of this Agreement and the requirements of any procurement process (**Procurement(s)**) and the terms of any Contract entered into by BLC on behalf of the Customers (**Contract(s)**) in accordance with the specific requirements set out in the relevant Sub-Agreement(s), as amended from time to time to reflect the specific Procurement and Contract and shall remain bound by the terms of any such Contract of Sub-Agreement notwithstanding the termination of this Agreement.
- 1.5** The Parties wish to record the basis upon which they will work together with regard to the Purpose and accordingly this Agreement sets out:
 - (i) the Key Objectives of the Purpose;
 - (ii) the governance structures and processes the Parties will put in place; and

- (iii) the respective roles and responsibilities the Parties will have during the delivery of the Purpose, the Procurements and administration of the Contracts.

1.6 Nothing in this Agreement shall conflict with the Customers', where applicable, core duties and responsibilities as set out in the Police Reform and Social Responsibility Act 2011 and the Policing Protocol Order 2011.

1.7 The Parties wish to record the basis upon which they will work together with regard to the Purpose and accordingly this Agreement sets out:

- (i) the Key Objectives of the Purpose;
- (ii) the governance structures and processes the Parties will put in place; and
- (iii) the respective roles and responsibilities the Parties will have during the delivery of the Purpose, the Procurements and administration of the Contracts.

2. BLC'S KEY OBJECTIVES FOR THE PURPOSE

2.1 To deliver greater efficiencies through procurement of some key categories at a national level and increase revenue generation through, for example, better cost recovery.

2.2 To deliver strategic supplier management to maximise buying power, reduce contract leakage and drive improvement across strategic and critical suppliers throughout the commercial lifecycle and bring together cross-Customer data, provide a unified approach with suppliers when required, and secure best practice to improve local decision making.

2.3 To deliver Procurements with focus on keys issues, such as sustainability, improved contract and performance management, resilience and social value and ensure that Contracts are put in place that deliver innovative solutions in regard to these key areas.

2.4 Build capacity and credibility of the commercial profession within policing, raising the commercial capability at all levels, and develop a commercial and strategic risk-based business function delivering the best value and maximising the benefits to the front line rather than a compliance focused discipline focusing on lowest price.

3. HOW THIS AGREEMENT WORKS

3.1 This Agreement sets out the overarching principles and terms by which the Parties shall work together to achieve the Purpose.

- 3.2 BLC will co-ordinate or undertake, as part of its role to achieve the Purpose, various national/multi Customer Procurements. For each such Procurement this Agreement provides the overarching agreement between the Parties, setting out their respective roles and responsibilities to ensure the successful delivery of Contracts from those Procurements.
- 3.3 The specific requirements and details with regard to a particular Procurement and/or Contract will be set out as a separate Sub-Agreement to this Agreement e.g. Sub-Agreement 1 to this Agreement relates to the current National Fleet Procurement and sets out the specific details and information in regard to that Procurement. The next Procurement undertaken by BLC will then form Sub-Agreement 2 of this Agreement and so on.
- 3.4 In order to take part in any Procurement each respective Customer is required to sign this Customer Agreement, which will remain in force until terminated in accordance with the provisions set out at clause 19. Customers then wishing to participate in a particular Procurement will also be asked to sign and return a new Sub-Agreement in regard to that particular Procurement. For the avoidance of doubt, signing this overarching Agreement does not bind a Customer into all future Procurements and a Customer can decide on a case by case basis which Procurement(s) to participate in but in order to participate in any Procurement, the Customer will be required to sign this overarching Agreement.
- 3.5 Unless expressly provided for in a particular Sub-Agreement, the terms of this Agreement shall be applicable to and binding on all future Sub-Agreements.

4. **PRINCIPLES OF JOINT WORKING**

The Parties agree to adopt the following principles to work together to ensure the delivery of the Purpose (**Principles**):

- (i) Assisting and participating in the delivery of BLC Key Objectives;
- (ii) collaborate and co-operate. Establish and adhere to the governance structure set out in this Agreement to ensure that activities are delivered and actions taken as required;
- (iii) be accountable. Take on, manage and account to each other for performance of the respective roles and responsibilities set out in this Agreement;
- (iv) be open. Communicate openly about major concerns, issues or opportunities relating to the Purpose;
- (v) learn, develop and seek to achieve full potential. Share information, experience, materials and skills to learn from each other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;

- (vi) adopt a positive outlook. Behave in a positive, proactive manner;
- (vii) adhere to statutory requirements and best practice. Comply with applicable laws and standards including EU procurement rules and any future UK based rules or policies, data protection and freedom of information legislation;
- (viii) act in a timely manner. Recognise the time-critical nature of a specific Procurement and respond accordingly to requests for information and support;
- (ix) manage stakeholders effectively;
- (x) deploy appropriate resources. Ensure sufficient and appropriately qualified resources are available and authorised to fulfil the responsibilities set out in this Agreement; and
- (xi) act in good faith to support achievement of the Purpose, the Key Objectives and compliance with these Principles.

5. GOVERNANCE

5.1 Overview

The governance structure defined below provides the structure for the oversight of BLC and delivery by BLC of BLC Key Objectives and the Purpose. Further sub-boards may be set up for particular Procurements as required. Such sub-board will be overseen by the BLC Board.

5.2 BLC Board

5.2.1 The Board provides overall strategic oversight and direction in regard to BLC. The Board will consist of representation of the following directors who are appointed from time to time in accordance with BLCs Articles of Association:

- i. Five Police and Crime Commissioners;
- ii. One representative appointed by the NPCC;
- iii. One Chief Constable representative;
- iv. One representative of the Finance Co-ordinating Committee of the NPCC; and
- v. One Independent Non-Executive Director.

5.2.2 The Board shall be managed in accordance with the terms of reference to be agreed by the Board.

5.2.3 The Board shall be responsible for the following matters:

- (i) the responsibilities set out in the terms of reference;

- (ii) provide strategic oversight and direction of BLC;
- (iii) ensure the delivery of Purpose and BLC Key Objectives;
- (iv) ensure any specific Procurement or Contract is managed in accordance with the terms of this Agreement;
- (v) demonstrate accountability, value for money, risk management of BLC, effectiveness and efficiency;
- (vi) setting and approving the annual revenue and capital budget for the Purpose;
- (vii) providing coherent, timely and efficient decision-making.

5.3 Proceedings and Meetings

5.3.1 The Board shall meet at least quarterly.

5.3.2 At a meeting of the Board, unless a quorum is present, no proposal is to be voted on. The quorum necessary for the transaction of the business of the Board may be fixed by the Board, and unless so fixed shall be, and in any case, shall never be less than five.

5.3.3 The Board shall endeavour to make decisions on a unanimous basis. Where a unanimous decision cannot be reached, a decision by a majority of those attending the meeting is binding.

5.3.4 Decisions taken by the Board shall be binding on all Parties to this Agreement.

5.3.5 The Directors shall, where they also hold the role of a Chief Constable or a Commissioner, be responsible for disseminating decisions taken by the Board to their fellow Chief Constables and Police and Crime Commissioners via the NPCC or APCC or such other forum as they deem suitable and appropriate.

5.3.6 No proposal concerning the Company's:

budget or finances; or

strategy,

is to be voted on, unless PCC Directors constitute a majority of the Directors present and eligible to vote upon such proposal at the relevant meeting of the Board.

5.4 Annual General Meeting

5.4.1 The Company shall each year hold a general meeting as its annual general meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notice calling it. Not more than 15 months shall elapse between the date of one annual general meeting of the Company and that of the next.

5.4.2 Annual General Meetings shall be attended by Commissioners in their capacity as Members of BLC. Commissioners may also nominate a Delegate or proxy in their place in accordance with the Articles of Association.

5.4.3 Fifteen persons entitled to vote upon the business to be transacted, being each a Member or Delegate or proxy for a Member, or one third of all Delegates and individual Members, whichever is the higher, shall be a quorum.

6. BLC RESPONSIBILITIES

6.1 Subject to clause 5 BLC shall be responsible for:

- (i) setting the strategy for the delivery of the Purpose, including details of how the Key Deliverables are to be met, and the priorities and direction of travel for BLC;
- (ii) working with the Customers to achieve the Key Deliverables and Purpose;
- (iii) undertake agreed Procurements and negotiate Contracts, ensuring that appropriate key performance indicators are in place, as required to achieve the Purpose;
- (iv) ensuring that the Purpose is aligned to the Policing Vision;
- (v) ensuring that all Procurements undertaken by BLC are conducted in accordance with all relevant legislation and best practice guidance, particularly in relation to matters such as modern slavery and other areas of particular concern to Commissioners and Chief Constables;
- (vi) ensuring that all Commissioner and Chief Constable governance arrangements and Procurements are adhered to;
- (vii) ensuring that local Commissioner agendas are included and promoted e.g. skills commitment, sustainability within relevant procurements;
- (viii) ensuring that all procurements are conducted in a socially responsible manner, seeking always to achieve the best possible outcomes for social value, diversity, sustainability, and inclusion of suppliers;
- (ix) understanding and encompassing keys issues in differing areas of business for each Procurement;
- (x) preparing, as necessary, reports relating to the Purpose and delivering the same to the Customers ;
- (xi) assisting with the Procurement by which approvals for the Purpose are to be obtained from the Customers /PCCs;
- (xii) ensuring any review of this Agreement is carried out in accordance with clause 16; and
- (xiii) carrying out any of its other obligations set out in this Agreement;
- (xiv) working with the Customers to resolve any disputes with may arise in accordance with clause 18;

(xv) undertaking sufficient and meaningful stakeholder engagement to ensure that the successful delivery of the Purpose;

(xvi) to work with Customers to ensure there is no conflict with the Customers', where applicable, with the Customers' core duties and responsibilities as set out in the Police Reform and Social Responsibility Act 2011 and Policing Protocol Order 2011.

7. CUSTOMER RESPONSIBILITIES

7.1 The Customers shall be responsible for:

- a) considering ways in which the functions of BLC could be exercised to improve the effectiveness and efficiency of the police service;
- b) working with BLC to resolve any disputes which may arise in accordance with clause 18;
- c) ensuring and monitoring compliance with legislative requirements and applicable national standards;
- d) carrying out its obligations set out in this Agreement;
- e) assisting with the review of this Agreement in accordance with clause 16;
- f) assuring those involved with a Procurement abide by the Customer's Code of Conduct and any associated guidance supplied by BLC, including but not limited to a Declaration of Impartiality;
- g) accountability and ensuring that what is negotiated and agreed with suppliers is properly managed and resourced as agreed pursuant to the terms of the relevant Sub-Agreement;
- h) ensure appropriate representation with decision making power is available to BLC throughout the Procurement;
- i) responding to BLC with information and commitment required in a timely manner as agreed pursuant to the terms of the relevant Sub-Agreement;
- j) to share with BLC, when requested to do so, the following information to assist in determining and assessing Customer requirements, goals and successes:
 - a) historic spend information;
 - b) ongoing and projected spend information;
 - c) contract information - including contract terms, commercials, start and end dates and supplier management information;
 - d) details of savings achieved by working with BLC; and

- e) pipeline information in regard to anticipated future projects and/or procurements.

For the avoidance of doubt the information referred to at clause 7.1 j) above will be shared strictly in accordance with the confidentiality provisions as set out in clause 14 of this Agreement.

8. FINANCIAL CONTRIBUTION

- 8.1** It is intended that BLC will be fully grant funded by the Home Office up to 31st March 2023.
- 8.2** Post March 2023 the funding of BLC will be agreed following negotiation with the Home Office and the Customers.

9. RECORDS

- 9.1** Each Party shall keep and make available to the other Parties adequate and comprehensive records and accounts to:
 - (i) enable it to perform its obligations under this Agreement; and
 - (ii) meet its statutory obligations and to comply with any lawful requests from third parties.

10. AUDIT AND INSPECTION

- 10.1** Subject to the approval of the Board and providing that no previous audit has been undertaken by the Home Office in the preceding 18 months, BLC shall allow, no more than once in any one year, a suitably qualified independent accountant appointed on behalf of all Parties to this Agreement, at that Parties' expense, to examine the accounts and records of BLC provided:
 - (i) at least twenty-eight (28) days' written notice is given in advance to the BLC;
 - (ii) the inspection or examination takes place during the BLC's normal working hours;
 - (iii) the inspection or examination takes place at a time and in such a way that it does not have any significant impact on the operations of BLC; and
 - (iv) the inspecting Party and the accountant shall keep confidential any information that it may acquire in the exercise of its rights in accordance with this clause 10.1.

10.2 BLC shall be responsible for arranging any internal or external audits, inspections and/or arrangements necessary to accommodate any audit and/or inspection required by the Home Office or any other regulatory body.

11. PUBLICITY

11.1 BLC shall advise the Customers of any press release, document or statement as and when such releases are required in regard to this Agreement and where time permits and appropriate will co-ordinate such press release with the relevant Customer.

11.2 The Customers shall request the approval of BLC, such approval not to be unreasonably withhold or delayed, in regard to any press release, document or statement as and when such releases are required in regard to this Agreement or any Procurement being undertaken by BLC.

11.3 Nothing in this clause 11 is intended to restrict any Party's statutory obligations to publicise the existence of this Agreement.

11.4 A Party may, without first obtaining the prior written approval of the other Parties, respond to a legitimate scrutiny question concerning this Agreement asked in a meeting open to the public, for instance a Police and Crime Panel or audit committee meeting, but shall ensure that such statements are retrospectively communicated to the other Parties.

11.5 Each Party shall use reasonable endeavours to ensure consistency in relation to the contents of any publication made pursuant to this clause 11. BLC shall be responsible for coordinating such consistent publication.

12. INSURANCE

12.1 The Parties agree that they shall not obtain joint insurance cover for the risks to the Parties pertaining to the delivery of the Purpose.

12.2 Each Party shall make their own insurance arrangements, as it deems appropriate in regard to this Agreement.

12.3 BLC confirms that it holds and shall maintain, for the duration of this Agreement, suitable Professional Indemnity Insurance with an overall limit of liability of not less than Five Million Pounds (£5,000,000.00).

12.4 The Parties agree that the costs of obtaining, amending and maintaining any insurance policy(ies) in accordance with clause 12.2 shall be borne by the Party obtaining, amending or maintaining such insurance.

13. LIABILITIES

- 13.1 The Parties acknowledge that BLC is a not for profit company limited by guarantee, wholly owned by Commissioners and governed by the BLC Board. All Parties are legal entities funded by the Government and as such the Parties agree that their liability under the terms of this Agreement shall be limited to those matters that they are specifically responsible for in accordance with the terms of this Agreement and/or as a matter of law. Accordingly, each Party shall remain liable for their own acts and/or omissions together with the acts and/or omissions of its officer and/or staff in regard to the terms of this Agreement.
- 13.2 In the event that a Party has a claim and/or suffers a loss by the acts and/or omissions of another Party or their staff and officers then that claim and/or loss shall be pursued via the dispute resolution procedure set out at clause 18 and where appropriate shall be referred to the defaulting Party's insurers.
- 13.3 If a matter is referred to a Party's insurers in order for a claim to be pursued that Party shall use all reasonable endeavours to pursue that claim with its insurers.
- 13.4 For the avoidance of doubt if any claim is brought against BLC by any tenderer, potential tenderer, third party organisation or a Party in regard to a Procurement or any other act or omission committed by BLC, then BLC shall assume conduct of and liability for that claim in the normal manner.
- 13.5 If any Customer receives any formal inquiry, complaint, claim or threat of action from a third party (including, but not limited to, claims made by a supplier or requests for information made under the Freedom of Information Act 2000) in relation to the Purpose, the matter shall be promptly referred to the BLC and no action shall be taken by the Party receiving such inquiry, complaint, claim or action, to the extent that such response would adversely affect the Purpose, without the prior approval of the BLC Strategic Board.

14. CONFIDENTIALITY

- 14.1 In this clause 14 the following definitions shall apply:

Confidential Information means all confidential or proprietary information (however recorded or preserved) relating to the Purpose that is disclosed or made available (in any form or medium), directly or indirectly, by the Provider to the Recipient.

Provider means a party to this Agreement who discloses or makes available directly or indirectly Confidential Information.

Recipient means a party to this Agreement who receives or obtains directly or indirectly Confidential Information.

14.2 In consideration of the Provider agreeing to disclose Confidential Information to the Recipient, the Recipient undertakes to the Provider that it shall:

- (i) keep the Confidential Information secret and confidential;
- (ii) not use or exploit the Confidential Information in any way, except for or in connection with, the Purpose; and
- (iii) only make disclosure of the Confidential Information in accordance with paragraph 14.4 and paragraph 14.5. Any other disclosure can only be made with the Provider's prior written consent, such consent not to be unreasonably withheld or delayed.

14.3 Each party may disclose the Confidential Information to any of its officers, and employees, advisers, subcontractors and contractors that need to know the relevant Confidential Information for the Purpose only, provided that it procures that each such person to whom the Confidential Information is disclosed complies with the obligations set out in this clause 14 as if they were the Recipient.

14.4 Each party may disclose the Confidential Information to the minimum extent required by:

- (i) any order of any court of competent jurisdiction or any regulatory, judicial, governmental or similar body or taxation authority of competent jurisdiction;
- (ii) the laws or regulations of any country to which its affairs are subject.

14.5 Limitations on obligations

The obligations set out in clauses 14.2 and 14.3 shall not apply, or shall cease to apply, to Confidential Information which the Recipient can show to the Provider's reasonable satisfaction:

- (i) that it is, or becomes generally available to the public other than as a direct or indirect result of the information being disclosed by the Recipient in breach of this Agreement; or
- (ii) was already lawfully known to the Recipient before it was disclosed by the Provider; or
- (iii) has been received by the Recipient from a third party source that is not connected with the Provider and that such source was not under any obligation of confidence in respect of that information.

14.6 Return of the Confidential Information

If requested by the Provider at any time, the Recipient shall immediately destroy or return to the Provider all documents and other records of the Confidential Information that have been supplied to or generated by the Recipient. If the Confidential

Information is stored in electronic form, the Recipient shall permanently erase all such Confidential Information from its computer and communications systems and devices used by it (to the extent technically practicable).

14.7 The Provider may request the Recipient to certify in writing that it has complied with its obligations in clause 14.6.

14.8 Notwithstanding any termination of this Agreement, the confidentiality obligations of each party shall continue for a period of six (6) years from the termination of this Agreement.

14.9 Acknowledgment and inadequacy of damages

14.10 Each party acknowledges and agrees that the Confidential Information may not be accurate or complete and it makes no warranty or representation (whether express or implied) concerning the Confidential Information, or its accuracy or completeness.

14.11 Without prejudice to any other rights or remedies that each party may have, each party acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this clause 14 by the other party. Accordingly, each party shall be entitled to the remedies of injunctions, specific performance or other equitable relief for any threatened or actual breach of this clause 14.

15. DATA PROTECTION

15.1 In this clause 15 the following definitions shall apply:

Data Controller has the meaning set out in the Data Protection Legislation.

Data Controller's Data means any Personal Data, any special categories of personal data as referred to in Article 9(1) of the GDPR and any Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR belonging to the Data Controller

Data Processor has the meaning set out in the Data Protection Legislation

Data Processing Details means the description of the data Processing being carried out under this Agreement, the details of which are set out at clause 15.3.

Data Protection Legislation means the DPA 2018, the GDPR, the applied GDPR (as applied by the DPA 2018), regulations made under the DPA 2018, regulations made under section 2(2) of the European Communities Act 1972 which relate to the GDPR or Law Enforcement Directive (Directive (EU) 2016/680) and any replacement or supplementary legislation coming into effect from time to time

Data Subject has the meaning set out in the Data Protection Legislation

Data Subject Access Request has the meaning set out in the Data Protection Legislation

Personal Data has the meaning set out in the Data Protection Legislation.

- 15.2 The Parties confirm that they will comply with the Data Protection Legislation and this clause is in addition to, and does not relieve, remove or replace the Parties' obligations under the Data Protection Legislation.
- 15.3 The Parties acknowledge that BLC will be undertaking limited processing of data and the Data Processing Details are as follows:
- Scope -** the receipt and use of e-mail addresses and phone numbers relating to the Customers staff members;
 - Purpose -** for use by BLC in undertaking their performance of this Agreement;
 - Duration -** the processing shall continue for the duration of this Agreement.
- 15.4 BLC shall Process Personal Data only to the extent, and in such a manner, as is necessary for the purposes specified in the Data Processing Details and in accordance with the Data Controller's instructions, if applicable, from time to time and shall not Process the Personal Data for any other purpose.
- 15.5 BLC shall promptly comply with any request from the Data Controller requiring BLC to amend, transfer or delete the Personal Data.
- 15.6 If BLC receives any complaint, notice or communication which relates directly or indirectly to the Processing of the Personal Data or to either Party's compliance with the Data Protection Legislation and the data protection principles set out therein, it shall immediately notify the Data Controller and it shall provide the Data Controller with full co-operation and assistance in relation to any such complaint, notice or communication.
- 15.7 BLC shall promptly inform the Data Controller if any Personal Data is lost or destroyed or becomes damaged, corrupted, or unusable. BLC will restore such Personal Data at its own expense.
- 15.8 BLC shall ensure that access to the Personal Data is, in accordance with the Data Protection Legislation, limited to:
- 15.8.1 those employees who need access to the Personal Data to meet BLC's obligations under this Agreement; and

- 15.8.2 in the case of any access by any employee, such part or parts of the Personal Data as is strictly necessary for performance of that employee's duties.
- 15.9 BLC shall ensure that all employees:
- i. are informed of the confidential nature of the Personal Data;
 - ii. have undertaken training in the Data Protection Legislation relating to handling Personal Data; and
 - iii. are aware both of BLC's duties and their personal duties and obligations under the Laws, the Data Protection Legislation and this Agreement.
- 15.10 BLC shall take reasonable steps to ensure the reliability of any of BLC's employees who have access to the Personal Data including any vetting status required.
- 15.11 BLC shall provide the Data Controller with full co-operation and assistance in relation to any request made by a Data Subject to have access to that person's Personal Data.
- 15.12 BLC warrants that:
- (i) it will Process the Personal Data in compliance with the Data Protection Legislation;
 - (ii) it will take appropriate technical and organisational measures against the unauthorised or unlawful Processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data to ensure the Data Controller's compliance with the seventh data protection principle.
- 15.13 BLC shall notify the Data Controller immediately if it:
- (i) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (ii) receives a request to rectify, block or erase any Personal Data;
 - (iii) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (iv) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under this Agreement; or
 - (v) receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law.
- 15.14 BLC shall notify the Data Controller immediately if it becomes aware of any unauthorised or unlawful Processing, loss of, damage to or destruction of the Personal Data.

- 15.15 BLC shall, at the written direction of the Data Controller, delete or return Personal Data (and any copies of it) to the Data Controller on termination of this Agreement unless BLC is required by Law to retain the Personal Data.
- 15.16 BLC agrees to maintain at its own expense a suitable insurance policy to cover its Data Processing activities and shall make such policy available on request.
- 15.17 BLC further agrees that if it needs to act at any time under a Sub Agreement as a Data Processor of further data than that set out a clause 15.3 above for a particular Procurement, then it shall, where necessary, enter into a data processing contract as required in the relevant Data Controller's standard form.

16. REVIEW

- 16.1 This Agreement shall be reviewed as required but no less than once per annum. Any changes required shall be agreed in accordance with clause 16.2.
- 16.2 Subject to clause 16.3 below the Parties agree that this Agreement may be varied as agreed by a majority of the Parties to this Agreement and such variation shall be documented and notified to the Parties by way of a memorandum to be annexed to the Agreement.
- 16.3 For the avoidance of doubt new customers may be added to this Agreement from time to time as agreed and approved by the BLC Board and notified to the Customers in writing.

17. SEVERANCE

- 17.1 If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 17.2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

18. DISPUTE RESOLUTION

- 18.1 If either Party has any issues, concerns or complaints about any matter in this Agreement, that Party shall notify the other Party and the Parties shall then seek to resolve the issue by consultation between the Parties most immediately affected by the issue, concern or complaint.

- 18.2** If the issue cannot be resolved within a reasonable period of time as set out at clause 18.1 above, the matter shall then be escalated to the relevant BLC Regional Director and Customer counterpart, who shall decide on the appropriate course of action to take.
- 18.3** If, following the process at clause 18.2 above, the issue cannot be resolved within a reasonable period of time, the matter shall then be escalated to the BLC Chief Executive Officer and relevant Police and Crime Commissioner and/or Chief Constable (or their nominated representative), who shall decide on the appropriate course of action to take.
- 18.4** If the matter cannot be resolved by the BLC Chief Executive Officer and relevant Police and Crime Commissioner and/or Chief Constable within fourteen (14) days or such reasonable period of time as agreed between the Parties, the matter shall be escalated to the Board for resolution. The determination of the Board in regard to the matter shall be final and binding on all Parties.
- 18.5** For the avoidance of doubt the above provision at clause 18.4 shall not limit or bind the Parties in regard to remedies that may be sought for any breach pursuant to clause 14.11 of this Agreement.

19. TERM AND TERMINATION

- 19.1** This Agreement shall commence on _____ and shall terminate on the earlier of the following:
- (i) the cessation of funding for BLC;
 - (ii) a change in the structure and format of BLC, so that it is no longer able to perform its obligations under the terms of the Agreement;
 - (iii) BLC giving no less than twelve (12) months' notice in writing to the Customers that they wish to terminate;
 - (iv) BLC being wound up and ceasing to function.
- 19.2** A Customer may terminate their participation in this Agreement by given no less than six (6) months' notice in writing to BLC that they wish to terminate.
- 19.3** For the avoidance of doubt termination of this Agreement is without prejudice to any liability, right or remedy accrued by the Parties prior to termination and does not terminate any Contract entered into by or on behalf of any Party under the terms of this Agreement or negate their obligations and liabilities in regard to the same.

20. VARIATION

This Agreement, including the sub-Agreements, may only be varied in accordance with clauses 16.2 and 16.3 of this Agreement.

21. GOVERNING LAW AND JURISDICTION

The Agreement and any issues, disputes or claims (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by and be construed in accordance with English and Welsh law and, without prejudice to the dispute resolution procedure set out at clause 18, the Parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

22. ASSIGNMENT

22.1 The Parties shall not be entitled to assign the benefit of this Agreement or any part of it (together with the burden) to any other body, except where expressly permitted by the terms of this Agreement, unless the assignment takes effect by operation of Legislation.

22.2 This Agreement will be binding on and will ensure to the benefit of the Parties and their respective successors and any successors shall be responsible for the decisions of the previous bodies as though such decisions had been made by a successor body.

23. WAIVER

23.1 The failure or delay by any Party in exercising any right, power or remedy under this Agreement shall not in any circumstances imply such right, power or remedy nor operate as a waiver of it. The single or partial exercise by any Party to this Agreement of any right, power or remedy under this Agreement shall not in any circumstance preclude any other further exercise of it or the exercise of any other right, power or remedy.

24. COUNTERPARTS

24.1 This Agreement may be executed in any number of counterparts, each of which so executed shall be an original, but together shall constitute one and the same instrument.

25. NOTICES

25.1 Any notice given to a Party under or in connection with this agreement shall be in writing and shall be delivered by email to enquiries@bluelight.police.uk, or by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).

25.2 Any notice shall be deemed to have been received:

- (i) if delivered by hand, at the time the notice is left at the proper address; or

- (ii) if sent by pre-paid first-class post or other next working day delivery service, at 11.00 am on the second Business Day after posting; or
- (iii) if sent by e-mail, at the time of the read receipt.

25.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

26. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

26.1 A person who is not a Party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

Appendix 1 – Chief Constables and Commissioners

CHIEF CONSTABLES

- 1) The Chief Constable of Avon and Somerset Constabulary
- 2) The Chief Constable of Bedfordshire Police
- 3) The Chief Constable of Cambridgeshire Constabulary
- 4) The Commissioner of Police of the City of London
- 5) The Chief Constable of Cheshire Constabulary
- 6) The Chief Constable of Cleveland Constabulary
- 7) The Chief Constable of Cumbria Constabulary
- 8) The Chief Constable of Derbyshire Constabulary
- 9) The Chief Constable of Devon & Cornwall Police
- 10) The Chief Constable of Dorset Police
- 11) The Chief Constable of Durham Constabulary
- 12) The Chief Constable of Dyfed-Powys Police
- 13) The Chief Constable of Essex Police
- 14) The Chief Constable of Gloucestershire Constabulary
- 15) The Chief Constable of Greater Manchester Police
- 16) The Chief Constable of Gwent Police
- 17) The Chief Constable of Hampshire Constabulary
- 18) The Chief Constable of Hertfordshire Constabulary
- 19) The Chief Constable of Humberside Police
- 20) The Chief Constable of Kent Police
- 21) The Chief Constable of Lancashire Constabulary
- 22) The Chief Constable of Leicestershire Police
- 23) The Chief Constable of Lincolnshire Police
- 24) The Chief Constable of Merseyside Police
- 25) The Commissioner of Police of the Metropolis

- 26) The Chief Constable of Norfolk Constabulary
- 27) The Chief Constable of North Wales Police
- 28) The Chief Constable of North Yorkshire Police
- 29) The Chief Constable of Northamptonshire Police
- 30) The Chief Constable of Northumbria Police
- 31) The Chief Constable of Nottinghamshire Police
- 32) The Chief Constable of South Wales Police
- 33) The Chief Constable of South Yorkshire Police
- 34) The Chief Constable of Staffordshire Police
- 35) The Chief Constable of Suffolk Constabulary
- 36) The Chief Constable of Surrey Police
- 37) The Chief Constable of Sussex Police
- 38) The Chief Constable of Thames Valley Police
- 39) The Chief Constable of Warwickshire Police
- 40) The Chief Constable of West Mercia Police
- 41) The Chief Constable of West Midlands Police
- 42) The Chief Constable of West Yorkshire Police
- 43) The Chief Constable of Wiltshire Police

COMMISSIONERS

- 1) The Police and Crime Commissioner for Avon and Somerset
- 2) The Police and Crime Commissioner for Bedfordshire
- 3) The Police and Crime Commissioner for Cambridgeshire
- 4) The Common Council of the City of London
- 5) The Police and Crime Commissioner for Cheshire
- 6) The Police and Crime Commissioner for Cleveland
- 7) The Police and Crime Commissioner for Cumbria
- 8) The Police and Crime Commissioner for Derbyshire
- 9) The Police and Crime Commissioner for Devon & Cornwall

- 10) The Police and Crime Commissioner for Dorset
- 11) The Police and Crime Commissioner for Durham
- 12) The Police and Crime Commissioner for Dyfed-Powys Police
- 13) The Police Fire and Crime Commissioner for Essex
- 14) The Police and Crime Commissioner for Gloucestershire
- 15) Greater Manchester Combined Authority
- 16) The Police and Crime Commissioner for Gwent
- 17) The Police and Crime Commissioner for Hampshire
- 18) The Police and Crime Commissioner for Hertfordshire
- 19) The Police and Crime Commissioner for Humberside
- 20) The Police and Crime Commissioner for Kent
- 21) The Police and Crime Commissioner for Lancashire
- 22) The Police and Crime Commissioner for Leicestershire
- 23) The Police and Crime Commissioner for Lincolnshire
- 24) The Police and Crime Commissioner for Merseyside
- 25) The Mayor's Office for Policing and Crime
- 26) The Police and Crime Commissioner for Norfolk
- 27) The Police and Crime Commissioner for North Wales
- 28) The Police Fire and Crime Commissioner for North Yorkshire
- 29) The Police Fire and Crime Commissioner for Northamptonshire
- 30) The Police and Crime Commissioner for Northumbria
- 31) The Police and Crime Commissioner for Nottinghamshire
- 32) The Police and Crime Commissioner for South Wales
- 33) The Police and Crime Commissioner for South Yorkshire
- 34) The Police Fire and Crime Commissioner for Staffordshire
- 35) The Police and Crime Commissioner for Suffolk
- 36) The Police and Crime Commissioner for Surrey
- 37) The Police and Crime Commissioner for Sussex

- 38) The Police and Crime Commissioner for Thames Valley
- 39) The Police and Crime Commissioner for Warwickshire
- 40) The Police and Crime Commissioner for West Mercia
- 41) The Police and Crime Commissioner for West Midlands
- 42) The Police and Crime Commissioner for West Yorkshire
- 43) The Police and Crime Commissioner for Wiltshire

OTHER BLUE LIGHT ORGANISATIONS

- 1) College of Policing
- 2) National Crime Agency
- 3) UK Sovereign Base Areas Police in Cyprus
- 4) Royal Gibraltar Police
- 5) Civil Nuclear Authority
- 6) British Transport Police

APPENDIX 2 - SIGNATURE PAGE

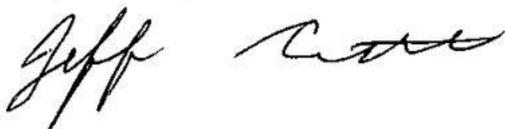
Signed for and on behalf of BlueLight Commercial:

 Digitally signed
by Matthew Scott
Date: 2020.11.26
10:44:36 Z

Matthew Scott, Police and Crime Commissioner for Kent

.....
Director

Jeffrey Cuthbert, Police and Crime Commissioner for Gwent



Director

Arfon Jones, Police and Crime Commissioner for North Wales



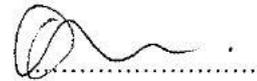
Director

Philip Seccombe, Police and Crime Commissioner for Warwickshire



Director

Kim McGuinness, Police and Crime Commissioner for Northumbria



Director

Lee Freeman, Chief Constable of Humberside Police



Director

Steven Jupp, Chief Constable of Suffolk



Director

David Thompson, Chief Constable of West Midlands Police



Director

Heather Benjamin



Non-Executive
Director

Signed for and on behalf of the Commissioners

The Police and Crime Commissioner for Avon and Somerset

The Police and Crime Commissioner for Bedfordshire

The Police and Crime Commissioner for Cambridgeshire

The Common Council of the City of London

The Police and Crime Commissioner for Cheshire

The Police and Crime Commissioner for Cleveland

Police and Crime Commissioner for Cumbria

The Police and Crime Commissioner for Derbyshire

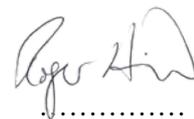
The Police and Crime Commissioner for Devon & Cornwall

The Police and Crime Commissioner for Dorset

The Police and Crime Commissioner for Durham

The Police and Crime Commissioner for Dyfed-Powys Police

The Police Fire and Crime Commissioner for Essex

A handwritten signature in black ink, appearing to be 'Roger H...', is written over the dotted line for the Essex Commissioner.

The Police and Crime Commissioner for Gloucestershire

Greater Manchester Combined Authority

The Police and Crime Commissioner for Gwent

A handwritten signature in black ink, appearing to read 'Jeff Cook', is written over the text of the Gwent Police and Crime Commissioner entry.

The Police and Crime Commissioner for Hampshire

The Police and Crime Commissioner for Hertfordshire

The Police and Crime Commissioner for Humberside

The Police and Crime Commissioner for Kent

The Police and Crime Commissioner for Lancashire

The Police and Crime Commissioner for Leicestershire

The Police and Crime Commissioner for Lincolnshire

The Police and Crime Commissioner for Merseyside

The Mayor's Office for Policing and Crime

The Police and Crime Commissioner for Norfolk

The Police and Crime Commissioner for North Wales	.....
The Police Fire and Crime Commissioner for North Yorkshire	.....
The Police Fire and Crime Commissioner for Northamptonshire	.....
The Police and Crime Commissioner for Northumbria	.....
The Police and Crime Commissioner for Nottinghamshire	.....
The Police and Crime Commissioner for South Wales	.....
The Police and Crime Commissioner for South Yorkshire	.....
The Police Fire and Crime Commissioner for Staffordshire	.....
The Police and Crime Commissioner for Suffolk	.....
The Police and Crime Commissioner for Surrey	.....
The Police and Crime Commissioner for Sussex	.....
The Police and Crime Commissioner for Thames Valley	.....
The Police and Crime Commissioner for Warwickshire	.....
The Police and Crime Commissioner for West Mercia	.....
The Police and Crime Commissioner for West Midlands	.....

The Police and Crime Commissioner for West Yorkshire

The Police and Crime Commissioner for Wiltshire

Signed for and on behalf of the Chief Constables

The Chief Constable of Avon and Somerset Constabulary

The Chief Constable of Bedfordshire Police

The Chief Constable of Cambridgeshire Constabulary

The Commissioner of Police of the City of London

The Chief Constable of Cheshire Constabulary

The Chief Constable of Cleveland Constabulary

The Chief Constable of Cumbria Constabulary

The Chief Constable of Derbyshire Constabulary

The Chief Constable of Devon & Cornwall Police

The Chief Constable of Dorset Police

The Chief Constable of Durham Constabulary

The Chief Constable of Dyfed-Powys Police

The Chief Constable of Essex Police

BSH

The Chief Constable of Gloucestershire Constabulary	.....
The Chief Constable of Greater Manchester Police	.....
The Chief Constable of Gwent Police	.....
The Chief Constable of Hampshire Constabulary	.....
The Chief Constable of Hertfordshire Constabulary	.....
The Chief Constable of Humberside Police	.....
The Chief Constable of Kent Police	.....
The Chief Constable of Lancashire Constabulary	.....
The Chief Constable of Leicestershire Police	.....
The Chief Constable of Lincolnshire Police	.....
The Chief Constable of Merseyside Police	.....
The Commissioner of Police of the Metropolis	.....
The Chief Constable of Norfolk Constabulary	.....
The Chief Constable of North Wales Police	.....

The Chief Constable of North Yorkshire Police
The Chief Constable of Northamptonshire Police
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The Chief Constable of Suffolk Constabulary
The Chief Constable of Surrey Police
The Chief Constable of Sussex Police
The Chief Constable of Thames Valley Police
The Chief Constable of Warwickshire Police
The Chief Constable of West Mercia Police
The Chief Constable of West Midlands Police

The Chief Constable of West Yorkshire Police

The Chief Constable of Wiltshire Police

Other Blue Light Organisations

Signed for and on behalf of the College of Policing

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Authorised Signatory

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Name

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Position

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Signed for and on behalf of the National Crime Agency

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Authorised Signatory

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Name

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Position

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Signed for and on behalf of the UK Sovereign Base
Areas Police in Cyprus

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Authorised Signatory

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Name

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Position

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Signed for and on behalf of the Royal Gibraltar Police

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Authorised Signatory

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Signed for and on behalf of the Civil Nuclear Authority

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Authorised Signatory

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Position

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Signed for and on behalf of the British Transport Police

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Authorised Signatory

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Name

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Position

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