

I SUPPLY OF SERVICES

I1 The Services

- I1.1 The Contractor shall supply the Services during the Contract Period in accordance with the Client's requirements as set out in the Specification and the provisions of the Contract in consideration of the payment of the Contract Price. The Client may inspect and examine the manner in which the Contractor supplies the Services at the Premises during normal business hours on reasonable notice.
- I1.2 If the Client informs the Contractor in writing that the Client reasonably believes that any part of the Services does not meet the requirements of the Contract or differs in any way from those requirements, and this is other than as a result of a Default by the Client, the Contractor shall at its own expense re-schedule and carry out the Services in accordance with the requirements of the Contract within such reasonable time as may be specified by the Client.
- I1.3 Subject to the Client providing written consent, in accordance with Clause I5 (Provision and Removal of Equipment), timely supply of the Services shall be of the essence of the Contract, including in relation to commencing the supply of the Services within the time agreed or on a specified date.

I2 Manner of Carrying Out the Services

- I2.1 The Contractor shall at all times comply with the Quality Standards, and where applicable shall maintain accreditation with the relevant Quality Standards authorisation body. To the extent that the standard of Services has not been specified in the Contract, the Contractor shall agree the relevant standard of the Services with the Client prior to the supply of the Services and, in any event, the Contractor shall perform its obligations under the Contract in accordance with the Law and Good Industry Practice.
- I2.2 The Contractor shall ensure that all Staff supplying the Services shall do so with all due skill, care and diligence and shall possess such qualifications, skills and experience as are necessary for the proper supply of the Services.

I3 Remedies in the event of inadequate performance

- I3.1 Where a complaint is received about the standard of Services or about the manner in which any Services have been supplied or work has been performed or about the materials or procedures used or about any other matter connected with the performance of the Contractor's obligations under the Contract, then the Client shall notify the Contractor, and where considered appropriate by the Client, investigate the complaint. The Client may, in its sole discretion, uphold the complaint and take further action in accordance with Clause G2 (Termination on Default) of the Contract.
- I3.2 In the event that the Client is of the reasonable opinion that there has been a material breach of the Contract by the Contractor, then the Client may, without prejudice to its rights under Clause G2 (Termination on Default), do any of the following:
- (a) without terminating the Contract, itself supply or procure the supply of all or part of the Services until such time as the Contractor shall have demonstrated to the reasonable satisfaction of the Client that the Contractor will once more be able to supply all or such part of the Services in accordance with the Contract;

- (b) without terminating the whole of the Contract, terminate the Contract in respect of part of the Services only (whereupon a corresponding reduction in the Contract Price shall be made) and thereafter itself supply or procure a third Party to supply such part of the Services; and/or
- (c) terminate, in accordance with Clause G2 (Termination on Default), the whole of the Contract.

13.3 Without prejudice to its right under Clause B3 (Recovery of Sums Due), the Client may charge the Contractor for any costs reasonably incurred and any reasonable administration costs in respect of the supply of any part of the Services by the Client or a third Party to the extent that such costs exceed the payment which would otherwise have been payable to the Contractor for such part of the Services and provided that the Client uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement Services.

13.4 If the Contractor fails to supply any of the Services in accordance with the provisions of the Contract and such failure is capable of remedy, then the Client shall instruct the Contractor to remedy the failure and the Contractor shall at its own cost and expense remedy such failure (and any damage resulting from such failure) within ten Working Days or such other period of time as the Client may direct.

13.5 In the event that:

- (a) the Contractor fails to comply with Clause 13.4 above and the failure is materially adverse to the interests of the Client or prevents the Client from discharging a statutory duty; or
- (b) the Contractor persistently fails to comply with Clause 13.4 above,

the Client may terminate the Contract with immediate effect by notice in writing.

14 Key Personnel

14.1 Where Key Personnel are essential to the proper provision of specific Services to the Client, those Key Personnel shall not be released from supplying the Services without the agreement of the Client, except by reason of long-term sickness, maternity leave, paternity leave or termination of employment and other extenuating circumstances.

14.2 Any replacements to the Key Personnel shall be subject to the agreement of the Client. Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

14.3 The Client shall not unreasonably withhold its agreement under Clause 14.2. Such agreement shall be conditional on appropriate arrangements being made by the Contractor to minimise any adverse impact on the Contract which could be caused by a change in Key Personnel.

I5 Provision and Removal of Equipment

- 15.1 The Contractor shall provide all the Equipment necessary for the supply of the Services.
- 15.2 The Contractor shall not deliver any Equipment nor begin any work on the Premises without obtaining prior Approval.
- 15.3 All Equipment brought onto the Premises shall be at the Contractor's own risk and the Client shall have no liability for any loss of or damage to any Equipment unless the Contractor is able to demonstrate that such loss or damage was caused or contributed to by the Client's Default. The Contractor shall provide for the haulage or carriage thereof to the Premises and the removal of Equipment when no longer required at the Contractor's sole cost. Unless otherwise agreed, Equipment brought onto the Premises will remain the Property of the Contractor.
- 15.4 The Contractor shall maintain all items of Equipment within the Premises in a safe, serviceable and clean condition.
- 15.5 The Contractor shall, at the Client's written request, at its own expense and as soon as reasonably practicable:
- (a) remove from the Premises any Equipment which in the reasonable opinion of the Client is either hazardous, noxious or not in accordance with the Contract; and
 - (b) replace such item with a suitable substitute item of Equipment.
- 15.6 On completion of the Services the Contractor shall remove the Equipment together with any other materials used by the Contractor to supply the Services and shall leave the Premises in a clean, safe and tidy condition. The Contractor is solely responsible for making good any damage to the Premises or any objects contained thereon, other than fair wear and tear, which is caused by the Contractor or any Staff.

I6 Offers of Employment

- 16.1 For the duration of the Contract Period and for a period of 12 Months thereafter neither the Client nor the Contractor shall employ or offer employment to any of the other Party's Staff who have been associated with the procurement and/or the contract management of the Services without that other Party's prior written consent.

I7 TUPE (Outsourcing)

Definitions and Interpretation

- 17.1 In this Clause 7 (except where context otherwise requires) the following words and expressions will have the following meanings:

'Disclosure Letter' means the disclosure letter communicated between the Parties

'Service Provider' means whosoever will provide the Services after the Transfer Date

'Subsequent Transfer Date' means the date from which the Replacement Contractor will provide the Services

'Transferring Employees' means all those employees of the Client wholly and/or mainly engaged in the Services immediately before the Transfer Date save for those who object to their transfer pursuant to Regulation 4(7) of TUPE.

'TUPE' means the Transfer of Undertakings (Protection of Employment) Regulations 2006

- 17.2 The Parties hereby acknowledge that, pursuant to TUPE, there will be a Relevant Transfer on the Transfer Date and the contracts of employment for the Transferring Employees made between the Client and the Transferring Employees, together with the collective agreements listed in the Disclosure Letter (save insofar as such contracts and such agreements relate to benefits pertaining to age, invalidity, or survivors under any occupational pension scheme), will take effect as if originally made between the Service Provider and the Transferring Employees (or the relevant trades union as the case may be).
- 17.3 The Client shall indemnify and keep indemnified and hold the Service Provider harmless from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Service Provider may suffer or incur as a result of or in connection with:
- (a) any claim or demand by any Transferring Employee (whether in contract, tort, under statute, pursuant to European Law or otherwise) including, without limitation, any claim for unfair dismissal, wrongful dismissal, a redundancy payment, breach of contract, unlawful deduction from wages, discrimination on the grounds of sex, race, age, disability, sexual orientation, religion or religious belief, a protective award or a claim or demand of any other nature in each case arising directly or indirectly from any act, fault or omission of the Client in respect of any Transferring Employee on or before the Transfer Date;
 - (b) any failure by the Client (or any sub-contractor) to comply with its obligations under Regulations 13 or 14 of TUPE or any award of compensation under Regulation 15 of TUPE save where such failure arises from the failure of the Client to comply with its duties under Regulation 13 of TUPE;
 - (c) any claim (including any individual employee entitlement under or consequent on such a claim) by any trade union or other body or person representing any Transferring Employees, or other employees of the Client, arising from or connected with any failure by the Client to comply with any legal obligation to such trade union, body or person.
- 17.4 The Service Provider shall indemnify the Client against all costs, claims, liabilities, and expenses (including reasonable legal expenses) incurred by the Client in connection with or as a result of:
- (a) any claim or demand by any Transferring Employee (whether in contract, tort, under statute, pursuant to European Law or otherwise) including, without limitation, any claim for unfair dismissal, wrongful dismissal, a redundancy payment, breach of contract, unlawful deduction from wages, discrimination on the grounds of sex, race, age, disability, sexual orientation, religion or religious belief, a protective award or a claim or demand of any other nature, in each case arising directly or indirectly from any act, fault, or omission of the Service Provider or any Sub-Contractor in respect of any Transferring Employee on or after the Transfer Date;

- (b) any failure by the Service Provider or any sub-contractor to comply with its obligations under Regulation 13 of TUPE;
- (c) any claim (including any individual entitlement of a Transferring Employee under or consequent on such claim) by any trade unions or other body or person representing the Transferring Employee arising from or connected with any failure by the Service Provider or any sub-contractor to comply with any legal obligation to such trade union, body or person;
- (d) any change or proposed change in the terms and conditions of employment or working conditions of the Transferring Employees on or after the Transfer Date, or to the terms and conditions of employment or working conditions of any person who would have been a Transferring Employee but for their resignation or decision to treat their employment as terminated under Regulation 4(9) TUPE on or before the Transfer Date as the result of any changes.

17.5 The Client shall be responsible for all emoluments and outgoings in respect of the Transferring Employees (including, without limitation, all wages, bonuses, commission, premiums, subscriptions, PAYE and national insurance contributions and pension contributions) which are attributable in whole or in part to the period up to and including the Transfer Date (including bonuses or commission which are payable after the Transfer Date but attributable in whole or in part to the period on or before the Transfer Date), and will indemnify/keep indemnified and hold the Service Provider (both for itself and any sub contractor) harmless from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses (including reasonable legal expenses) and other liabilities which the Service Provider or any subcontractor may incur in respect of the same.

17.6 The Service Provider shall be responsible for all emoluments and outgoings in respect of the Transferring Employees (including, without limitation, all wages, bonuses, commission, premiums, subscriptions, PAYE and national insurance contributions and pension contributions) which are attributable in whole or in part to the period after the Transfer Date (including any bonuses, commission, premiums, subscriptions and any other prepayments which are payable before the Transfer Date but which are attributable in whole or in part to the period after the Transfer Date and will indemnify/keep indemnified and hold the Client harmless from and against all actions, suits, claims, damages, costs and expenses (including reasonable legal expenses) and other liabilities which the Client may incur as a result of the same.

17.7 The Contract envisages that, subsequent to the commencement of the provision of the Services by the Service Provider, the identity of the provider of the Services may change (whether as a result of termination or expiry of this Contract, or part, or otherwise) resulting in Services identical or substantially similar to the Services (or any part thereof) being undertaken by the Client or a Replacement Contractor in substitution. Such change in the identity of the supplier of such Services shall be a 'Subsequent Transfer'. The parties acknowledge that a Subsequent Transfer will be a Relevant Transfer within the meaning of TUPE and in such event, the Client, or a Replacement Contractor, would inherit liabilities in respect of the Transferring Employees.

17.8 If a Transferring Employee has taken holiday in excess of holiday entitlement which has accrued in respect of that employee at the Transfer Date, the Service Provider shall pay to the Client within one month of the Transfer Date a sum equivalent to pay in lieu of such excess holiday. If any Transferring Employee has not taken all holiday which has accrued to that employee at the Transfer Date the Client will pay to the Service Provider a sum equivalent to pay in lieu of such accrued but untaken holiday.

17.9 Within one month of the Transfer Date, the Service Provider shall pay to the Client a sum equal to the outstanding balance on the Transfer Date of any loan, salary, advance, or other agreed indebtedness of any Transferring Employee due to the Client immediately prior to the Transfer Date.

17.10 Not later than 12 months prior to the end of the Contract Period or if earlier within 28 days of notice being given of termination of the Contract (or any other reasonable time indicated by the Client), the Service Provider shall fully and accurately disclose to the Client all Information that the Client may reasonably request in relation to the Service Provider's Staff including the following:

- (a) the total number of Staff whose employment/engagement shall terminate at the end of the Contract Period, save for any operation of Law;
- (b) the age, gender, salary or other remuneration, future pay settlements and redundancy and pensions entitlements of the Staff referred to in Clause 17.10(a);
- (c) the terms and conditions of employment/engagement of the Staff referred to in Clause 17.10(a), their job titles and qualifications;
- (d) details of any current disciplinary or grievance proceedings ongoing or circumstances likely to give rise to such proceedings and details of any claims current or threatened;
- (e) a list of agency workers, agents and independent contractors engaged by the Contractor and any sub-contractor;
- (f) details of any employees who may be regarded as a key employee in the context of the maintenance of the Services; and
- (g) details of all collective agreements with a brief summary of the current state of negotiations with such bodies and with details of any current industrial disputes and claims for recognition by any trade union.

17.11 At intervals to be stipulated by the Client (which shall not be more frequent than every 30 days) and immediately prior to the end of the Contract Period the Service Provider shall deliver to the Client a complete update of all such Information disclosed pursuant to Clause 17.10.

17.12 At the time of providing the Information disclosed pursuant to Clauses 17.10 and 17.11, the Service Provider shall warrant the completeness and accuracy of all such Information and the Client may assign the benefit of this warranty to any Replacement Contractor.

17.13 The Client may use the Information it receives from the Service Provider pursuant to Clause 17.10 and 17.11 for the purposes of TUPE and/or any re-tendering process in order to ensure an effective handover of all work in progress at the end of the Contract Period. The Service Provider shall provide the Client and/or Replacement Contractor with such assistance as it shall reasonably request and shall allow the Client and/or Replacement Contractor to communicate and meet with the Staff and/or their representatives.

17.14 If the Service Provider becomes aware that any Information it has provided pursuant to Clause 17.10 and/or 17.11 has become untrue, inaccurate or misleading, it shall notify

the Client immediately and provide the Client with up to date Information as soon as reasonably practicable.

17.15 The preceding Clause 17.14 applies during the Contract Period and indefinitely thereafter.

17.16 The Service Provider undertakes to the Client that during the 12 months prior to the end of the Contract Period or, if earlier, at time after notice has been served to terminate the Contract and in respect of that part of the Services which will be ceased to be provided by the Service Provider at the Subsequent Transfer Date, the Service Provider shall not (and shall procure that any sub-contractor shall not) without the prior consent of the Client (such consent not to be unreasonably withheld or delayed):

- (a) amend or vary (or purport or promise to amend or vary) the terms and conditions of employment or engagement (including, for the avoidance of doubt, pay) of any Staff (other than where such amendment or Variation has previously been agreed between the Service Provider and the Staff in the normal course of business, and where any such amendment or Variation is not in any way related to the transfer of the Services);
- (b) terminate or give notice to terminate the employment or engagement of any Staff (other than in circumstances in which the termination is for reasons of misconduct or lack of capability);
- (c) transfer away, remove, reduce or vary the involvement of any of the Staff from or in the provision of the Services other than where such transfer or removal:
 - (i) was planned as part of the individual's career development;
 - (ii) takes place in the normal course of business; and
 - (iii) will not have any adverse impact upon the delivery of the Services by the Service Provider, (provided that any such transfer, removal, reduction or variation is not in anyway related to the transfer of the Services);
- (e) recruit or bring in any new or additional individuals to provide the Services who were not already involved in providing the Services prior to the relevant period.

TUPE (Service Transfer)

Definitions and Interpretation

17.1 In this Clause 7 (except where context otherwise requires) the following words and expressions will have the following meanings:

'Disclosure Letter' means the disclosure letter communicated between the Parties

'Service Provider' means whosoever will provide the Services after the Transfer Date

'Subsequent Transfer Date' means the date from which the Replacement Contractor will provide the Services

'Transferring Employees' means all those employees of the Outgoing Contractor wholly and/or mainly engaged in the Services immediately before the Transfer Date save for those who object to their transfer pursuant to Regulation 4(7) of TUPE.

'TUPE' means the Transfer of Undertakings (Protection of Employment) Regulations 2006

- 17.2 The Parties hereby acknowledge that, pursuant to TUPE, there will be a Relevant Transfer on the Transfer Date and the contracts of employment for the Transferring Employees made between the Outgoing Contractor and the Transferring employees, together with the collective agreements listed in the Disclosure Letter (save insofar as such contracts and such agreements relate to benefits pertaining to age, invalidity, or survivors under any occupational pension scheme), will take effect as if originally made between the Service Provider and the Transferring Employees (or the relevant trades union as the case may be).
- 17.3 The Client shall indemnify and keep indemnified and hold the Service Provider harmless from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Service Provider may suffer or incur as a result of or in connection with:
- (a) any claim or demand by any Transferring Employee (whether in contract, tort, under statute, pursuant to European Law or otherwise) including, without limitation, any claim for unfair dismissal, wrongful dismissal, a redundancy payment, breach of contract, unlawful deduction from wages, discrimination on the grounds of sex, race, age, disability, sexual orientation, religion or religious belief, a protective award or a claim or demand of any other nature in each case arising directly or indirectly from any act, fault or omission of the Client or Outgoing Contractor in respect of any Transferring Employee on or before the Transfer Date;
 - (b) any failure by the Client or Outgoing Contractor to comply with their obligations under Regulations 13 or 14 of TUPE or any award of compensation under Regulation 15 of TUPE save where such failure arises from the failure of the Transferee to comply with its duties under Regulation 13 of TUPE;
 - (c) any claim (including any individual employee entitlement under or consequent on such a claim) by any trade union, body, or person representing any Transferring Employees arising from or connected with any failure by the Client or Outgoing Contractor to comply with any legal obligation to such trade union, body or person.
- 17.4 The Service Provider shall indemnify the Client (for both itself and the Outgoing Contractor) against all costs, claims, liabilities, and expenses (including reasonable legal expenses) incurred by the Client or Outgoing Contractor in connection with or as a result of:
- (a) any claim or demand by any Transferring Employee (whether in contract, tort, under statute, pursuant to European Law or otherwise) including, without limitation, any claim for unfair dismissal, wrongful dismissal, a redundancy payment, breach of contract, unlawful deduction from wages, discrimination on the grounds of sex, race, age, disability, sexual orientation, religion or religious belief, a protective award or a claim or demand of any other nature, in each case arising directly or indirectly from any act, fault, or omission of the Service Provider or any sub-contractor in respect of any Transferring Employee on or after the Service Transfer Date;
 - (b) any failure by the Service Provider or any sub-contractor to comply with its obligations under Regulation 13 of TUPE;
 - (c) any claim (including any individual entitlement of a Transferring Employee under or consequent on such claim) by any trades union or other body or person

representing the Transferring Employee arising from or connected with any failure by the Service Provider or any sub-contractor to comply with any legal obligation to such trade union, body or person;

- (d) any change or proposed change in the terms and conditions of employment or working conditions of the Transferring Employees on or after the Transfer Date, or to the terms and conditions of employment or working conditions of any person who would have been a Transferring Employee but for their resignation or decision to treat their employment as terminated under Regulation 4(9) TUPE on or before the Transfer Date as a result of any such changes.

17.5 The Client shall be responsible for all emoluments and outgoings in respect of the Transferring Employees (including, without limitation, all wages, bonuses, commission, premiums, subscriptions, PAYE and national insurance contributions and pension contributions) which are attributable in whole or in part to the period up to and including the Transfer Date (including bonuses or commission which are payable after the Transfer Date but attributable in whole or in part to the period on or before the Transfer Date), and will indemnify/keep indemnified and hold the Service Provider (both for itself and any sub-contractor) harmless from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses (including reasonable legal expenses) and other liabilities which the Service Provider or any sub-contractor may incur in respect of the same.

17.6 The Service Provider shall be responsible for all emoluments and outgoings in respect of the Transferring Employees (including, without limitation, all wages, bonuses, commission, premiums, subscriptions, PAYE and national insurance contributions and pension contributions) which are attributable in whole or in part to the period after the Transfer Date (including any bonuses, commission, premiums, subscriptions and any other prepayments which are payable before the Transfer Date but which are attributable in whole or in part to the period after the Transfer Date and will indemnify/keep indemnified and hold the Client (both for itself and the any Outgoing Contractor) harmless from and against all actions, suits, claims, damages, costs and expenses (including reasonable legal expenses) and other liabilities which the Client may incur as a result of the same.

17.7 The Contract envisages that, subsequent to the commencement of the provision of the Services by the Contractor, the identity of the provider of the Services may change (whether as a result of termination or expiry of this Contract, or part, or otherwise) resulting in Services identical or substantially similar to the Services (or any part thereof) being undertaken by the Client or a Replacement Contractor in substitution. Such change in the identity of the supplier of such Services shall be a 'Subsequent Transfer'. The parties acknowledge that a Subsequent Transfer will be a Relevant Transfer within the meaning of TUPE and in such event, the Client, or a Replacement Contractor, would inherit liabilities in respect of the Transferring Employees.

17.8 Not later than 12 months prior to the end of the Contract Period or if earlier within 28 days of notice being given of termination of the Contract (or any other reasonable time indicated by the Client), the Outgoing Contractor, shall fully and accurately disclose to the Client all Information that the Client may reasonably request in relation to the Contractor's Staff including the following:

- (a) the total number of Staff whose employment/engagement shall terminate at the end of the Contract Period, save for any operation of Law;
- (b) the age, gender, salary or other remuneration, future pay settlements and redundancy and pensions entitlements of the Staff referred to in Clause 17.8(a);

- (c) the terms and conditions of employment/engagement of the Staff referred to in Clause 17.8(a), their job titles and qualifications;
- (d) details of any current disciplinary or grievance proceedings ongoing or circumstances likely to give rise to such proceedings and details of any claims current or threatened;
- (e) a list of agency workers, agents and independent contractors engaged by the Contractor and any sub-contractor;
- (f) details of any employees who may be regarded as a key employee in the context of the maintenance of the Services; and
- (g) details of all collective agreements with a brief summary of the current state of negotiations with such bodies and with details of any current industrial disputes and claims for recognition by any trade union.

17.9 At intervals to be stipulated by the Client (which shall not be more frequent than every 30 days) and immediately prior to the end of the Contract Period the Outgoing Contractor shall deliver to the Client a complete update of all such Information disclosed pursuant to Clause 17.8.

17.10 At the time of providing the Information disclosed pursuant to Clauses 17.8 and 17.9, the Outgoing Contractor shall warrant the completeness and accuracy of all such Information and the Client may assign the benefit of this warranty to any Replacement Contractor.

17.11 The Client may use the Information it receives from the Outgoing Contractor pursuant to Clause 17.8 and 17.9 for the purposes of TUPE and/or any re-tendering process in order to ensure an effective handover of all work in progress at the end of the Contract Period. The Outgoing Contractor shall provide the Client and/or Replacement Contractor with such assistance as it shall reasonably request and shall allow the Client and/or Replacement Contractor to communicate and meet with the Staff and/or their representatives.

17.12 If the Outgoing Contractor becomes aware that any Information it has provided pursuant to Clause 17.8 and/or 17.9 has become untrue, inaccurate or misleading, it shall notify the Client immediately and provide the Client with up to date Information as soon as reasonably practicable.

17.13 The preceding Clause 17.12 applies during the Contract Period and indefinitely thereafter.

17.14 The Outgoing Contractor undertakes to the Client that during the 12 months prior to the end of the Contract Period or, if earlier, at time after notice has been served to terminate the Contract and in respect of that part of the Services which will be ceased to be provided by the Outgoing Contractor at the Subsequent Transfer Date, the Outgoing Contractor shall not and shall procure that any sub-contractor shall not without the prior consent of the Client (such consent not to be unreasonably withheld or delayed):

- (a) amend or vary (or purport or promise to amend or vary) the terms and conditions of employment or engagement) (including, for the avoidance of doubt, pay) of any

Staff (other than where such amendment or variation has previously been agreed between the Outgoing Contractor and the Staff in the normal course of business, and where any such amendment or variation is not in any way related to the transfer of the Services);

- (b) terminate or give notice to terminate the employment or engagement of any Staff (other than in circumstances in which the termination is for reasons of misconduct or lack of capability);
- (c) transfer away, remove, reduce or vary the involvement of any of the Staff from or in the provision of the Services (other than where such transfer or removal:
 - (i) was planned as part of the individual's career development;
 - (ii) takes place in the normal course of business; and
 - (iii) will not have any adverse impact upon the delivery of the Services by the Contractor, (provided any such transfer, removal, reduction or variation is not in anyway related to the transfer of the Services));
- (d) recruit or bring in any new or additional individuals to provide the Services who were not already involved in providing the Services prior to the relevant period.