

Dated 2022

(1) THE ACC LIVERPOOL GROUP LIMITED

(2) [INSERT]

Document 2
FORM OF AGREEMENT

Insurance Services

FORM OF AGREEMENT

Made the _____ day of _____ 2022

BETWEEN:

the Employer **The ACC Liverpool Group Limited** (Company No: 05204033)

Registered office or address Kings Dock, Liverpool Waterfront, Liverpool, Merseyside L3 4FP

whose Representative(s) shall be The Employer's Strategic Representative; and
The Employer's Operational Representative,

AND

the Contractor **INSERT** (Company No: INSERT)

Registered office or address INSERT

whose Representative(s) shall be The Contractor's Strategic Representative; and
The Contractor's Operational Representative,

And it is hereby agreed as follows:

1. **The Contract** shall mean the following Sections, which shall be read as one document:
 - a. Form of Agreement
 - b. The contractor's Policy Terms and Conditions
 - c. Document 3 – ITT Submission Schedule

In the case of ambiguity or contradiction between any of the Sections then precedence shall be in the order listed above.

Law shall be defined as all applicable laws, statutes, regulations and codes from time to time in force and applicable to a party and/or the Services being provided under this Contract including any applicable guidance, direction or determination which either party is bound to comply (to the extent that the same are published and publicly available).

Purchase Order shall be as defined means the formal request from the Employer to the Contractor to supply the Services and agree the provision of such Services in the form of the Purchase Order inline with premium costs provided in Document 3 – ITT Submission Schedule or such other form as shall be used by the Employer specifying that it is a Purchase Order and shall be governed by the terms and conditions of this Contract unless specified otherwise

2. The Contractor shall complete the Services in accordance with the terms and conditions of the Contract and the Purchase Order and the Employer shall pay the price, which shall be calculated in accordance with costs submitted in Document 3 – ITT Submission Schedule (“**Contract Price**”).
3. The Contractor’s fees shall be payable in accordance with the providers Policy Terms and Conditions of Contract.
4. Notwithstanding the above, each and every Purchase Order shall form its own contract for the purpose of the Services to be carried out pursuant to each individual Purchase Order and any default by the Employer in relation to any such separate contract shall not entitle the Contractor to terminate and/or rescind the Contract as a whole. Nothing contained herein places any obligation on the Employer to issue any Purchase Orders to the Contractor or otherwise procure any Services from the Contractor.
5. Unless otherwise stated in the Contract, the Contract constitutes the entire understanding between the parties in relation to its subject matter and supersedes all prior representations, communications, negotiations and understandings concerning the subject matter of the Contract. No party has relied on any warranty or representation except as expressly set out in the Contract.
6. No variation of the Contract shall be valid and effective unless it is in writing and signed by each of the parties or by a duly authorised representative on behalf of each party.

7. The failure by a party to exercise or the delay by a party in exercising any right, power or remedy provided by the Contract or by law does not constitute a waiver of such right, power or remedy or a waiver of any other rights, powers or remedies. Any waiver by one party of the obligations of another party under the Contract shall be in writing, signed by the party giving the waiver and shall not affect obligations of any party not specified in such waiver. No single or partial exercise of a right, power or remedy provided by the Contract shall prevent any further exercise of the right, power or remedy or the exercise of another right, power or remedy.
8. If any provision of the Contract (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
9. If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.
10. Except where the Contract provides otherwise, the rights and remedies contained in the Contract are cumulative and not exclusive of any rights or remedies provided by Law.
11. Each party shall, and shall use its reasonable endeavours to procure that any necessary third parties shall, (at the cost of that party) do, execute and perform all such further deeds, documents, assurances, acts and things reasonably within its power and as the other party may reasonably require by notice to that party to carry the provisions of the Contract into full force and effect.
12. The Contracts (Rights of Third Parties) Act 1999 ('the Act') shall not apply to the Contract such that none of the provisions of the Contract are intended to or will operate to confer any benefit pursuant to the Act on any party who is not a party to the Contract.
13. The Contract and the relationship of the parties arising out of the Contract is to be governed, construed and enforced in accordance with the law of England and Wales. Both parties to the Contract submit to the exclusive jurisdiction of the English courts.
15. The Contract may be executed in any number of counterparts each of which, when executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

Signed by on behalf of the Employer: -

.....
(Signature)

.....
(name in Capitals)

.....
(Position)

.....
(Date)

Signed by the Contractor: -

.....
(Signature)

.....
(name in Capitals)

.....
(Position)

.....
(Date)