



Dated 1st day of April 2018

Between:

Insert name of supplier (PROVIDER)

and

Humankind Charity

AGREEMENT FOR THE PROVISION OF:

SUPERVISED CONSUMPTION SERVICES



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THIS AGREEMENT dated the 1st day of April 2018 is made

BETWEEN:-

- (1) **Name of Pharmacy or Organisation** (The Supplier) of **address is usual address – if using registered office – put address here but also add Address and contact for business correspondence is**

- (2) **Humankind Charity**, (Humankind) a company registered in England, Registered Company No. 182 0492 and a Registered Charity No. 515 755, VAT No. 334 6763 43, Registered Social Landlord (RSL) 4713 whose Registered Office is Sapphire House, IES Centre, Horndale Avenue, Aycliffe Business Park, Newton Aycliffe, Co Durham, DL5 6DS

Business Address is Humankind – Barnsley Recovery Steps, 5/6 Burleigh Court, Burleigh Street, Barnsley, S70 1XY.

IT IS AGREED as follows

1. Interpretation

1.1 In this Agreement the following expressions have the following meanings:-

“**Change**” any change or requirement for a change to this Agreement or the Services;

“**Commencement Date**” shall be the date of this Agreement unless otherwise varied as referred to in clause 2.2

“**Commissioners**” such Local Authority or other entity which commissions the Community Service

“**Fees**” shall be such remuneration as agreed for the delivery of the services and as detailed in clause 3.1 and Schedule 2

“**Indirect Loss**” any indirect loss, damage, costs or expenses arising out of or in connection with this Agreement or its contemplated or lack of performance;

“**Initial Period**” the period referred to in clause 2.3 as the minimum period for the duration of this Agreement;

“**Nominated Officer**” shall be such named person as will be the usual contact regarding the Services

“**Service user**” any customer of the Supplier to whom care is provided under the Agreement

“**Services**” any services which the Supplier has agreed to provide on behalf of Humankind as more fully described in Schedule 1;

“**Service Levels**” the service levels set out in Schedule 1;



“Fees” the amounts payable by Humankind to the Supplier for the Services, as set out in Schedule 2

“Business Address” shall be the address for communication by the Supplier to Humankind under the terms of this agreement

“Termination Notice” The notice period and method to be given, as referred to in Clause 9.2, as referred to in Schedule 3

1.2 In this Agreement:-

1.2.1 any gender includes any other gender and the singular includes the plural and vice versa;

1.2.2 references to persons include bodies corporate, unincorporated associations, governments, states, partnerships and trusts (in each case, whether or not having separate legal personality);

1.2.3 the Schedules form part of this Agreement and the expression “this Agreement” includes the Schedules; and

1.2.4 any reference to a statutory provision includes a reference to any modification, consolidation or re-enactment of the provision from time to time in force and all subordinate instruments, orders or regulations made under it.

2 Agreement to Purchase and Duration

2.1 Humankind agrees to purchase and the Supplier agrees to provide the Services in accordance with the Service Levels during the normal working hours of the Supplier.

2.2 The Commencement Date shall be the date of this agreement

2.3 This Agreement shall, subject to prior termination in accordance with clause 9, continue for a minimum period of one year after which period it shall continue automatically or until terminated by either party serving notice in accordance with clause 9.

2.4 This Agreement supersedes any prior Agreements between the parties whether written or oral and any such prior Agreements are cancelled as at the commencement date but without prejudice to any rights which have already accrued to either of the parties.

3 Prices and Payment

3.1 In consideration of the Supplier providing the Services, Humankind agrees to pay the Fees as set out in Schedule 2. The Fees are inclusive of administrative costs, medical and other expenses, value added tax and all other applicable taxes, duties and levies, incurred by the Supplier in delivery of the Services

3.2 The Supplier shall ensure that all data required to verify payment is uploaded accurately and in a timely fashion, for the purpose of invoicing. Invoices will be generated directly by the software,



Pharmoutcomes database, on or around midnight on the 7th day of the month following that for which payment is sought.

- 3.3 Humankind will examine the data submitted, verifying the Fees claimed and reserves the right to make any adjustment for duplicate or inaccurate claims.
- 3.4 Fees shall be paid within 30 days of the date of the Supplier's invoice, provided that invoice be received by Humankind within 4 working days of that date.
- 3.5 Unless otherwise agreed in writing, Humankind may from vary the Fees as may be reasonably required by providing written notice to the Supplier.
- 3.6 The Supplier acknowledges and is fully aware that the funding available to Humankind to pay for the Services provided pursuant to this Agreement is not guaranteed. The funding required may be withdrawn or reduced by the Commissioners. In such circumstances the Supplier understands that this would lead to early termination of this Agreement or a variation to aspects of the Services to accommodate a reduced amount of funding. The Supplier understands the funding position and is able to manage any consequences accordingly.
- 3.7 Humankind shall confirm the amount of funding available prior to the start of each Financial Year.

4 Supplier 's Nominated Officer

- 4.1 The Provider shall appoint a Nominated Officer and notify Humankind of their name and contact details.
- 4.2 The Nominated Officer shall:
 - Manage and coordinate the Services
 - Liaise with the Humankind nominated officer
 - Submit the reports required for contract monitoring where and when necessary.

5 The Supplier's Obligations and Warranties

- 5.1 The Supplier warrants that:
 - i. it is fully experienced, qualified, equipped, organised and financed to perform its obligations under this Agreement;
- 5.1.1 the Services will be provided with reasonable care and skill by appropriately trained and supervised personnel in accordance with the Service Levels; and
- 5.1.2 it shall perform the Services in accordance with all applicable laws and regulations relating to the performance of the Services including all relevant Statutory, Professional Body requirements and best practice; and



- 5.1.3 it shall indemnify Humankind in respect of any act or default for which it may become liable under the terms of the Agreement or at common law.
- 5.2 The warranties set out in clause 5.1 shall continue in force for a minimum of 12 months from the date of completed performance of the Services in question or such other minimum period as may be required by law or regulation as referred to in 5.1.3.

6 Change Control

- 6.1 Except as otherwise provided at clause 3.5, Humankind may from time to time, require a Change to the terms of this Agreement or to the scope of the Services, provided that such Change is reasonable and will not materially affect the nature of the Services or the Supplier's ability to perform the Services, having regard to the feasibility, time constraints and resources of the Supplier.
- 6.2 The Supplier will be given, where reasonably practicable, up to 14 days notice of the required Change and the Supplier shall not unreasonably withhold or delay its consent to the Change.
- 6.3 The Supplier shall use its reasonable endeavours to carry out the Change as soon as reasonably practicable and in any event within 14 days of Humankind's initial request.
- 6.4 Notwithstanding any other provision of this Agreement, there will be no increase in the Fees nor will Humankind be obliged to pay, any monies to or otherwise reimburse the Supplier, in respect of any Change howsoever arising or caused.

7 Information Governance

- 7.1 Each party agrees, in relation to the confidential information belonging to the other, including business or corporate information or to any Service User, that during this Agreement and for ten years afterwards:
 - 7.1.1 it shall keep such information confidential and shall not disclose it to any third party; and
 - 7.1.2 it shall use such information only in so far as is necessary to perform this Agreement and or to manage the safety of a Service User.
- 7.2 Each party will be responsible for any unauthorised disclosure or use of the other's confidential information made by any of its employees, agents or sub-contractors and shall take reasonable precautions to prevent such unauthorised disclosure or use.
- 7.3 The Supplier shall ensure it complies with any statutory or regulatory requirements and shall be responsible for any unauthorised disclosure of any Service User's confidential information made by any of its employees, agents, or sub-contractors and shall take reasonable precautions to prevent such unauthorised disclosure or use.
- 7.4 The above restrictions as to disclosure and use shall not apply to confidential information which:
 - 7.4.1 the receiving party of which can demonstrate by documentary evidence has been in its possession prior to disclosure by the other party and not subject to any other obligations as to confidentiality;



- 7.4.2 is required to be disclosed by law, regulation or pursuant to an order of a competent authority, or to a professional adviser, or
- 7.4.3 at the time of receipt by the receiving party, is in the public domain other than as a result of breach by the receiving party of this clause 6

8 Certain Rights and Remedies

- 8.1 If the Services are not performed in accordance with this Agreement, Humankind shall be entitled to:
 - 8.1.1 deduct from any part of the Fees or (if Humankind has paid any part of the Fees) to claim from the Supplier by way of liquidated damages for delay, 0.5% of the relevant Fee for every week's delay up to a maximum of 10%
 - 8.1.2 cancel the relevant Services (or any part) without liability to the Supplier and purchase substitute items or services elsewhere and recover from the Supplier any loss or additional costs incurred.
 - 8.1.3 require the Supplier to perform at the Supplier's own expense, such additional services as Humankind believes are necessary to remedy any shortfall in service level and quality.

9 Termination

- 9.1 Subject to prior termination under clause 9.2, either party may terminate this Agreement by giving a Termination Notice in accordance with details set out in Schedule 3
- 9.2 A party (the "Non-Defaulting Party") may terminate this Agreement with immediate effect by written notice to the other party (the "Defaulting Party") on or at any time after the occurrence of an event specified in clause 9.3.
- 9.3 The events are:-
 - 9.3.1 the Defaulting Party is in material breach of a material obligation under this Agreement which can be remedied but the Defaulting Party fails to do so within 30 days starting on the day after receipt of written notice from the Non-Defaulting Party;
 - 9.3.2 the Defaulting Party stops payment of its debts or is unable to pay its debts as they fall due or is deemed unable to pay its debts;
 - 9.3.3 the Defaulting Party becomes or is declared insolvent or a resolution is passed for the winding up of the Defaulting Party or the Defaulting Party convenes a meeting of its creditors or makes or proposes to make any arrangement or composition with its creditors or any person takes any step to appoint an administrator or a liquidator, an administrative



receiver, a receiver, manager, trustee, custodian or analogous officer is appointed in respect of all or any part of its property, undertaking or assets;

9.3.4 it becomes unlawful for the Defaulting Party to perform all or any of its obligations under this Agreement; or

9.3.5 the Defaulting Party (being an individual) shall die or become mentally incapacitated, or (being a partnership or other organisation) shall be dissolved or become subject to any bankruptcy or analogous insolvency procedure in any jurisdiction.

9.4 For the purposes of clauses 9.3.1 and 9.3.2:-

9.4.1 a breach is capable of remedy if time is not of the essence in performance of the obligation and if the Defaulting Party can comply with the obligation within the 30 day period; and

9.4.2 a breach can be material irrespective of whether any actual loss has been incurred or will be incurred as a consequence of the breach or intended breach.

10 Effects of Termination

10.1 Any expiry or termination of this Agreement for whatever reason shall not affect any rights or liabilities which have accrued on or before the date of termination or expiry.

10.2 Upon expiry or termination of this Agreement for any reason:-

10.2.1 the provisions of any clause expressed to have effect after expiry or termination of this Agreement shall continue to have effect;

10.2.2 any Service User receiving ongoing Services by the Supplier under the Agreement shall be referred back to the Community Service

10.2.3 subject as provided in this clause 10, and except in respect of any accrued rights, neither party shall be under any further obligation to the other.

10.3 Following termination of this Agreement:-

10.3.1 either party shall be entitled to exercise any one or more of the rights and remedies given to it under the terms of this Agreement and the termination of this Agreement shall not affect or prejudice such rights and remedies; and

10.3.2 each party shall be and remain liable to perform all outstanding liabilities under this Agreement notwithstanding that the other may have exercised one or more of the rights and remedies against it.

11 Assignment

Neither party shall, without the prior written consent of the other party (which shall not be unreasonably withheld or delayed), assign, transfer, charge, dispose of or deal in any other manner with this Agreement or any of its rights or beneficial interests under it, or purport to do any of the same, nor sub-contract any or all of its obligations under this Agreement except that Humankind shall be entitled to assign and transfer its rights and obligations in whole or in part to



any one or more of its subsidiaries, to its holding company, to any one or more of the subsidiaries of its holding company.

12 Notices

- 12.1 Any communication given under this Agreement shall be in writing and delivered personally, by electronic mail or pre-paid recorded, special delivery or first class post, to the address and Business Address as detailed in this Agreement or to such other address or contact detail in the United Kingdom as may from time to time be specified in writing by the relevant party as its address for the purpose of this clause 12.
- 12.2 Each party undertakes to notify the other party in accordance with this clause 12 if the address or telephone number specified in this clause 12 is no longer an appropriate address for the service of communications.

13 Miscellaneous

- 13.1 Nothing in this Agreement or any arrangement contemplated by it shall constitute either party a partner, agent, fiduciary or employee of the other party.
- 13.2 No amendment or variation of the terms of this Agreement shall be effective unless made or confirmed in writing and signed by all the parties to this Agreement.
- 13.3 If any provision of this Agreement shall be found by any court or body or authority of competent jurisdiction to be invalid or unenforceable, such provision shall be severed from the remainder of this Agreement which shall remain in full force and effect to the extent permitted by law.
- 13.4 The rights and remedies provided by this Agreement are cumulative and (unless otherwise provided in this Agreement) are not exclusive of any rights or remedies provided by law.
- 13.5 This Agreement does not create, confer or purport to create or confer any benefit or right enforceable by any person not a party to it (except that a person who is a permitted successor to or assignee of the rights of a party to this Agreement shall be deemed to be a party to this Agreement).

14 Governing Law and Jurisdiction

- 14.1 This Agreement is governed by and shall be construed in accordance with the laws of England and Wales.
- 14.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with this Agreement.



15 Entire Agreement

- 15.1 This Agreement constitutes the entire agreement and understanding of the parties and supersedes any previous agreement between the parties relating to the subject matter of this Agreement.
- 15.2 Each of the parties acknowledges and agrees that:-
- 15.2.1 in entering into this Agreement it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement; and
 - 15.2.2 its only remedy in respect of statements, representations, warranties or understandings made or repeated in this Agreement or in relation to this Agreement shall be for breach of contract.
- 15.3 Nothing in this clause 15 shall operate to limit or exclude any liability for fraud.



16 **IN WITNESS** whereof this Agreement has been entered into on the date specified on page 1.

Signed duly authorised for and on behalf of (insert name of the supplier) (The Supplier)	
Signed:	
Print Name:	
Date:	
in the presence of:-	
Witness Signature:	
Witness Name:	
Witness Address:	
Witness Occupation:	
Date:	

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Signed duly authorised for and on behalf of Humankind Charity (Humankind)	
Signed:	
Print Name:	Sam Higgins
Date:	01/11/2018
in the presence of:-	
Witness Signature:	
Witness Name:	Amanda Fleur Ashby
Witness Address:	Barnsley Recovery Steps 5/6 Burleigh Court Barnsley S70 1XY
Witness Occupation:	Clinical Lead, Consultant Psychiatrist
Date:	01/11/2018