SH PROFESSIONAL SERVICES

TUPE PROVISIONS AND DEFINITIONS

Forming part of the Framework Services Agreement (FSA) — SH Professional Services Ltd

Ref: SHPRCO004.1 Updated 16th July 2026

Part A — TUPE Definitions

The following definitions apply to these TUPE Provisions and to any Service Order and Call-off Contract in which TUPE applies. They supplement the Definitions and Interpretation forming part of the FSA.

- control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.
- **TUPE:** The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/46) (as amended).
- **Claims:** has the meaning given in the terms below.
- **Data Protection Legislation:** the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party. For the avoidance of doubt, and per the Interpretation provision herein, Data Protection Legislation shall be amended and/or supplemented (mutatis mutandis) (from time to time), by any same or similar provisions coming into effect upon the United Kingdom's exit from the European Union (Brexit), and Data Protection Legislation shall be construed accordingly.
- **Effective Date:** the date of the relevant Call-off Contract.
- **Employee Liability Information:** in respect of each of the Employees:
- the identity and age of the Employee;
- those particulars of employment that an employer is obliged to give the Employee under section 1 of the Employment Rights Act 1996;
- information about any disciplinary action taken against the Employee and any grievances raised by the Employee, where a Code of Practice issued under Part IV of TULRCA relating exclusively or primarily to the resolution of disputes or any other applicable code or statutory procedure applied, within the previous two years;
- information about any court or tribunal case, claim or action either brought by the Employee against the Client Party within the previous two years or where the Client Party has reasonable grounds to believe that such action may be brought against the Supplier arising out of the Employee's employment with the Client Party; and
- information about any collective agreement which will have effect after the Effective Date in relation to the Employee pursuant to regulation 5(a) of TUPE.
- **Employees:** those employees whose contracts of employment transfer to the Supplier from the Client as at the Effective Date, being those employees who are identified below.
- **Replacement Services:** any services which are identical or substantially similar to any of the Services and which the Client Party receives in substitution for any of the Services following the termination or expiry of this Call-off Contract, whether those services are provided by the Client Party internally or by any Replacement Supplier.
- **Replacement Supplier:** any third-party supplier of Replacement Services appointed by the Client Party from time to time.
- **Service Transfer:** has the meaning given below.
- **Service Transfer Date:** the date on which the Services (or any part of the Services), for whatever reason transfer from the Supplier to the Client Party or any Replacement Supplier.

- **Staffing Information:** in relation to all persons detailed on the Supplier's Provisional Staff List, such information as the Client Party may reasonably request (subject to the Data Protection Legislation), but including in an anonymised format:
- their ages, dates of commencement of employment or engagement and gender;
- details of whether they are employees, workers, self-employed, contractors or consultants, agency workers or otherwise;
- the identity of their employer or relevant contracting party;
- their relevant notice periods and any other terms relating to termination of employment or engagement, including any redundancy procedures and contractual redundancy payment schemes;
- the current wages, salaries, profit sharing, incentive and bonus arrangements applicable to them;
- details of other employment-related benefits including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and Client car schemes applicable to them;
- any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- details of any such individuals on long-term sickness absence, maternity or other statutory leave or otherwise absent from work; and
- copies of all relevant documents and materials relating to such information including copies of relevant contracts of employment or engagement (or relevant standard contracts if applied generally in respect of such individuals).
- **Supplier's Final Staff List:** the list of all the Supplier's Personnel engaged in or wholly or mainly assigned to the provision of the Services or any part of the Services at the Service Transfer Date.
- **Supplier's Personnel:** all employees, staff, other workers, agents and consultants of the Supplier who are engaged in the provision of the Services from time to time.
- **Supplier's Provisional Staff List:** a list prepared and updated by the Supplier of all the Supplier's Personnel engaged in, or wholly or mainly assigned to, the provision of the Services or any part of the Services at the date of preparation of the list.
- **Transferring Employees:** those employees whose contract of employment will be transferred to the Client or Replacement Supplier pursuant to TUPE on expiry or termination of this Call-off Contract.
- **TULRCA:** Trade Union and Labour Relations (Consolidation) Act 1992.
- **UK Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426).

Part B — TUPE Provisions

These provisions apply (as applicable) to any Service Order and/or Call-off Contract. Capitalised terms have the meanings given in Part A above and in the Definitions and Interpretation forming part of the FSA.

The Client Party and the Supplier believe that, pursuant to TUPE, at the Effective Date, the Supplier may become the employer of the Employees.

The Client Party represents, warrants and undertakes to the Supplier that:

- no persons are employed or engaged in the provision of the Services other than the Employees;
- none of the Employees has given or received notice terminating their employment or will be entitled to give notice as a result of the provisions of Call-off Contract;

- full particulars of the terms of employment of all the Employees (including all remuneration, incentives, bonuses, expenses and other payments and benefits whatsoever payable other than the pension benefits of any Employees disclosed) will be provided forthwith;
- there is not in existence any contract of employment with directors or employees of the Client Party (or any contract for services with any individual) relating to the Services which cannot be terminated by three months' notice or less without giving rise to the making of a payment in lieu of notice or a claim for damages or compensation (other than a statutory redundancy payment or statutory compensation for unfair dismissal);
- in relation to each of the Employees (and so far, as relevant to each of its former employees who were employed or engaged in the provision of the Services) the Client Party has:
- complied with all obligations imposed on it by Articles of the Treaty on the Functioning of the European Union, European Commission Regulations and Directives and all statutes, regulations and codes of conduct relevant to the relations between it and its employees or it and any recognised trade union or appropriate representatives;
- it has maintained adequate and suitable records regarding the service of each of its employees;
- calculated and paid all holiday pay for periods of holiday taken under regulation 13 of the Working Time Regulations 1998 (SI 1998/1833) in accordance with the Directive 2003/88/EC of the European Parliament and of the Council of 4 November 2003 concerning certain aspects of the organisation of working time;
- it has complied with all collective agreements and customs and practices for the time being dealing with such relations or the conditions of service of its employees; and
- it has complied with all relevant orders and awards made under any statute affecting their conditions of service;
- the Client Party has not been involved in any industrial or trade disputes in the last three years and to the best of the Client Party's knowledge, information and belief there are no circumstances which may result in any industrial dispute involving any of the Employees and none of the provisions of this Call-off Contract including the identity of the Supplier is likely to lead to any industrial dispute;
- there is not outstanding any agreement or arrangement to which the Client Party is party in relation to the Employees for profit sharing or for payment to any of the Employees of bonuses or for incentive payments or other similar matters;
- the Client Party has not entered into any recognition agreement with a trade union in relation to the Employees nor has it done any act which may be construed as recognition;
- the Client Party has complied with all recommendations made by the Advisory Conciliation and Arbitration Service in relation to the Employees and with all awards and declarations made by the Central Arbitration Committee in relation to the Employees;
- there is no agreement, arrangement, scheme or obligation (whether legal or moral) for the payment of any pensions, allowances, lump sums or other like benefits on redundancy, on retirement or on death or during periods of sickness or disablement for the benefit of any of the Employees or former employees employed or engaged in the provision of the Services or for the benefit of dependants of such persons;
- no amounts due to or in respect of any of the Employees (including PAYE and National Insurance and pension contributions) are in arrears or unpaid;
- no monies or benefits other than in respect of contractual emoluments are payable to any of the Employees and there is not at present a claim, occurrence or state or affairs which may hereafter give rise to a claim against the Client Party arising out of the employment or termination of employment of any of the Employees for compensation for loss of office or employment or otherwise and whether under contract or any statute or regulations or otherwise;
- the Client Party has provided the Employee Liability Information to the Supplier regarding each of the Employees either in writing or by making it available to the Supplier in a readily accessible form;

- the Employee Liability Information contains information as at a specified date not more than 14 days before the date on which the information was provided to the Supplier;
- the Client Party has notified the Supplier in writing of any change in the Employee Liability Information since the date on which it was provided; and
- the Employee Liability Information was provided not less than 28 days before the Effective Date. OR ; and
- the Client Party has agreed to, and co-operated with, pre-transfer consultation by the transferee in accordance with Part IV of TULRCA, if required.

The Client Party shall indemnify the Supplier in full for and against all claims, costs, expenses or liabilities whatsoever and howsoever arising incurred or suffered by the Supplier including without limitation all legal expenses and other professional fees (together with any VAT thereon) in relation to:

- the termination by the Client Party of the employment of any of the Employees;
- anything done or omitted to be done in respect of any of the Employees which is deemed to have been done by the Supplier by virtue of TUPE; and
- any claim made at any time by any employee of the Client Party other than the Employees who claim to have become an employee of or have rights against the Supplier by virtue of TUPE (Claims);
- provided that such costs, claims, expenses and liabilities are not payable as a result of any act or omission of the Supplier.

The Supplier shall procure that its employees, agents and successors in title shall promptly:

take such action in connection with the Claims as the Client Party shall from time-to-time reasonably request;

- provide free of charge all such assistance and information as the Client Party may reasonably request relating to the Claims to enable the Claims to be pursued;
- subject to any restriction imposed by law, provide the Client Party, its legal and other advisers with access to all documents, records or other information held by the Supplier relating to the Claims;
- provide the Client Party and/or its professional advisers and experts with access from time to time to such members of staff as may be necessary to assist the Client Party with the preparation of its cases in relation to the Claims;
- permit and require such employees as the Client Party and/or its professional advisers may reasonably request to meet with the Client Party and/or its legal advisers in normal working hours to prepare witness statements for trial, attend meetings with counsel or experts and/or to attend any court hearing or trial in connection with the Claims for so long and as frequently as the Client Party and/or its legal or other professional advisers may reasonably require;
- provide such other assistance as the Client Party may reasonably request in order to ensure the due and timely prosecution of the Claims;
- resist in connection with the Claims any request for documents, information, access to relevant premises or to employees of the business by any third party without first informing the Client Party and obtaining its agreement to any approval of the request; and
- preserve and not waive legal professional privilege or any other privilege attaching to any of the documents or other information relating to the Claims in their possession without first obtaining the Client Party's consent to such waiver, such consent not to be unreasonably withheld.

All salaries and other emoluments including holiday pay, taxation and National Insurance contributions and contributions to retirement benefit schemes relating to the Employees shall be borne by the Client Party up to and including the Effective Date and by the Supplier with effect from the Effective Date.

The Supplier shall indemnify the Client Party in full for and against all claims, costs expenses or liabilities whatsoever and howsoever arising, incurred or suffered by the Client Party including without limitation all legal expenses and other professional fees (together with any VAT thereon) in relation to:

- any failure by the Supplier to comply with its obligations pursuant to TUPE; and
- anything done or omitted to be done by the Supplier in respect of any of the Employees whether before or after the Effective Date.

During the term of this Call-off Contract, the Supplier shall provide to the Client Party any information the Client Party may reasonably require relating to any individual employed, assigned or engaged in providing the Services under this Call-off Contract (subject to the Data Protection Legislation).

This Call-off Contract envisages that subsequent to the commencement of the Call-off Contract, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination of this agreement, or part, or otherwise) resulting in a transfer of the Services in whole or in part (Service Transfer).

If a Service Transfer is a relevant transfer for the purposes of TUPE then, in such event, the Client Party or a Replacement Supplier would inherit liabilities in respect of the Transferring Employees. Accordingly, if TUPE applies on a Service Transfer the provisions herein apply. For the avoidance of doubt, all other terms shall apply to all Service Transfers, whether or not TUPE applies.

The Supplier agrees that, subject to compliance with the Data Protection Legislation, within 20 days of the earliest of:

- receipt of a notification from the Client Party of a Service Transfer or intended Service Transfer;
- receipt of the giving of notice of early termination of this Call-off Contract or any part thereof; or
- the date which is 12 months before the expiry of the Initial Term or any renewal term,
- and, in any event, on receipt of a written request of the Client Party at any time,
- it shall provide the Supplier's Provisional Staff List and the Staffing Information to the Client Party or, at the direction of the Client Party, to a Replacement Supplier and it shall provide an updated Supplier's Provisional Staff List when reasonably requested by the Client Party or any Replacement Supplier;
- at least 28 days before the Service Transfer Date, the Supplier shall prepare and provide to the Client Party and/or, at the direction of the Client Party, to the Replacement Supplier, the Supplier's Final Staff List, which shall be complete and accurate in all material respects. The Supplier's Final Staff List shall identify which of the Supplier's Personnel named are Transferring Employees;
- the Client Party shall be permitted to use and disclose the Supplier's Provisional Staff List, the Supplier's Final Staff List and the Staffing Information for informing any tenderer or other prospective Replacement Supplier for any services which are substantially the same type of services (or any part thereof) as the Services; and
- on reasonable request by the Client Party, the Supplier shall provide the Client Party or at the request of the Client Party, the Replacement Supplier, with access (on reasonable notice and during normal working hours) to such employment records (and provide copies) as the Client Party reasonably requests.

From the date of the parties becoming aware of a potential Transfer the Supplier agrees that it shall not without the prior written consent of the Client Party, assign any person to the provision of the Services (or the relevant part) which is the subject of a Service Transfer who is not listed in the Supplier's Provisional Staff List and shall not without the prior written consent of the Client Party (such consent not to be unreasonably withheld or delayed):

- increase the total number of employees listed on the Supplier's Provisional Staff List save for fulfilling assignments and projects previously scheduled and agreed with the Client Party;

- make, propose or permit any changes to the terms and conditions of employment of any employees listed on the Supplier's Provisional Staff List;
- increase the proportion of working time spent on the Services (or the relevant part) by any of the Supplier's Personnel save for fulfilling assignments and projects previously scheduled and agreed with the Client Party;
- introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Staff List; and
- replace any of the Supplier's Personnel listed on the Supplier's Provisional Staff List or deploy any other person to perform the Services (or the relevant part) or increase the number of employees or terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Staff List.

The Supplier will promptly notify the Client Party or, at the direction of the Client Party, the Replacement Supplier of any notice to terminate employment received from any persons listed on the Supplier's Provisional Staff List regardless of when such notice takes effect.

At least thirty days before the expected Service Transfer Date, the Supplier shall provide to the Client Party or any Replacement Supplier, in respect of each person (subject to compliance with Data Protection Legislation) on the Supplier's Final Staff List who is a Transferring Employee, their:

- payslip data for the most recent month;
- cumulative pay for tax and pension purposes;
- cumulative tax paid;
- tax code;
- voluntary deductions from pay; and
- bank or building society account details for payroll purposes.

In connection with a relevant transfer to which TUPE applies, the parties agree that:

- the Supplier shall perform and discharge all its obligations in respect of all the Transferring Employees and their representatives for its own account up to and including the Service Transfer Date. The Supplier shall indemnify the Client Party and any Replacement Supplier in full for and against all claims, costs, expenses or liabilities whatsoever and howsoever arising, incurred or suffered by the Client Party or any Replacement Supplier including without limitation all legal expenses and other professional fees (together with any VAT thereon) in relation to:
- the Supplier's failure to perform and discharge any such obligation;
- any act or omission by the Supplier on or before the Service Transfer Date or any other matter, event or circumstance occurring before the Service Transfer Date;
- all and any claims in respect of all emoluments and outgoings in relation to the Transferring Employees (including without limitation all wages, bonuses, PAYE, National Insurance contributions, pension contributions and otherwise) payable in respect of any period on or before the Service Transfer Date;
- any claim arising out of the provision of, or proposal by the Supplier to offer any change to any benefit, term or condition or working condition of any Transferring Employee arising on or before the Service Transfer Date;
- any claim made by or in respect of any person employed or formerly employed by the Supplier other than a Transferring Employee for which it is alleged the Client Party, or any Replacement Supplier may be liable by virtue of this Call-off Contract and/or TUPE;
- any act or omission of the Supplier in relation to its obligations under regulation 11 of TUPE, or in respect of an award of compensation under regulation 12 of TUPE except to the extent that the liability arises from the Client or Replacement Supplier's failure to comply with regulation 11 of TUPE;

- any statement communicated to or action done by the Supplier or in respect of any Transferring Employee on or before the Service Transfer Date regarding the Service Transfer which has not been agreed in advance with the Client in writing.
- The Supplier shall indemnify the Client Party and any Replacement Supplier in respect of any claims arising from any act or omission of the Supplier in relation to any other Supplier's Personnel who is not a Transferring Employee during any period whether before, on or after the Service Transfer Date.
- The Client Party shall indemnify the Supplier against all claims arising from the Client Party's or the Replacement Supplier's failure to perform and discharge any obligation and against any claims in respect of any Transferring Employees arising from or as a result of:
- any act or omission by the Client Party or the Replacement Supplier relating to a Transferring Employee occurring on or after the Service Transfer Date; and
- all and any claims in respect of all emoluments and outgoings in relation to the Transferring Employees (including without limitation all wages, bonuses, PAYE, National Insurance contributions, pension contribution and otherwise) accrued and payable after the Service Transfer Date.

The parties shall co-operate to ensure that any requirement to inform and consult employee representatives in relation to any relevant transfer as a consequence of a Service Transfer will be fulfilled. The Supplier agrees that it will consent to, and co-operate with, pre-transfer consultation by any Replacement Supplier under Part IV of TULRCA.

The Client Party shall assume (or shall procure that the Replacement Supplier shall assume) the outstanding obligations of the Supplier in relation to any Transferring Employees in respect of accrued holiday entitlements and accrued holiday remuneration before the Service Transfer Date.

The parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply the extent necessary to ensure that any Replacement Supplier shall have the right to enforce the obligations owed to, and indemnities given to, the Replacement Supplier by the Supplier or the Client Party to the Supplier its own right pursuant to section 1(1) of the Contracts (Rights of Third Parties) Act 1999.

In the event of a Service Transfer to which TUPE does not apply, the following provisions shall apply:

- the Client Party or the Replacement Supplier can, at its discretion, make to any of the employees listed on the Supplier's Provisional Staff List or any Supplier's Personnel assigned to the Services an offer, in writing, to employ that employee under a new contract of employment to take effect at the earliest reasonable opportunity;
- when the offer has been made by the Client Party or Replacement Supplier and accepted by any employee or worker, the Supplier shall permit the employee or worker to leave their employment, as soon as practicable depending on the business needs of the Supplier which could be without the employee or worker having worked their full notice period, if the employee so requests and where operational obligations allow;
- if the employee does not accept an offer of employment made by the Client Party or Replacement Supplier, the employee shall remain employed by the Supplier and all claims in relation to the employee shall remain with the Supplier; and
- if the Client Party or the Replacement Supplier does not make an offer to any employee on the Supplier's Provisional Staff List or any Supplier's Personnel, then that employee and all claims in relation to that employee remains with the Supplier.