

INVITATION TO TENDER FOR CLEANING OF BUILDINGS AND PUBLIC TOILETS: WESTERN AREA

CLOSING DATE: NOON FRIDAY 22ND NOVEMBER 2024

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Yorkshire Dales National Park Authority
Yoredale, Bainbridge, Leyburn,
North Yorkshire DL8 3EL
Telephone 0300 456 0030
Contact E-mail: jon.tighe@yorkshiredales.org.uk

SECTION 1: THE INVITATION TO TENDER

1.0 **Background**

- 1.1 The Yorkshire Dales National Park covers an area of around 841 sq miles with a resident population of 23,600 and attracting over 5 million visitor days each year.
- 1.2 The Yorkshire Dales National Park Authority has a duty under section 61 of the Environment Act 1995 to: i) conserve and enhance the natural beauty, wildlife and cultural heritage of the National Park; ii) to promote opportunities for the understanding and enjoyment of the special qualities of the National Park by the public. For further information see www.yorkshiredales.org.uk

2.0 **Goods/Services/Works Required**

- 2.1 The Authority wishes to award a contract for the cleaning of buildings and public toilets, in the West of the Park, the service to include:

A comprehensive cleaning service:

- a) Cleaning Buildings: Malham National Park Centre / Stonedykes Barn Ranger Base
- b) Cleaning Public toilets at: Clapham WC / Horton WC / Malham WC / Stainforth WC

There is the possibility that during the contract period individual sites may be added, changed or removed from the contract. This will be done with the agreement of the contractor.

- 2.2 The contract will run between **1st April 2025 and 31st March 2028**. The Authority will have the option to extend the contract for a further two years. Either the Authority or the Contractor will have the option to terminate the contract by giving 6 months' notice.
- 2.3 The Authority is simultaneously tendering for three separate cleaning contracts to cover different areas of the park (North, West and East). Please note that contractors can tender for all of the contracts if they so wish, however each tender return must be a separate document and titled either North, West or East area, so that we can evaluate each tender on its own merit.
- 2.4 Tenders are being sought on the following pricing structure:

Tenderers are required to price their bids for each of the three financial years (for the period 1 April 2025 to 31 March 2028) for the provision of the routine cleaning and caretaking duties which are referred to in the Specification and by the completion of the Bill of Quantities.

3.0 **Evaluation**

- 3.1 The Authority will select the most economically advantageous tender (using a price: quality ratio of 70% price, 30% quality, considering the following principal factors:
- (a) compliance with tender documentation
 - (b) tender rates and prices
 - (c) tender submission on the approach to delivering the service/works (Quality Criteria)
 - (d) environmental policy

3.2. Quality Criteria Submission Requirements and Evaluation Methodology

	Requirement	Maximum percentage
1.	<p>Please provide details on your approach to providing the cleaning service as stated in the specification. <i>(25% total)</i></p> <p>This will include details of your:</p> <ul style="list-style-type: none"> • Supervision practices; • Monitoring process; with particular emphasis on how the quality and frequency of work will be monitored; • Management structure • Staffing structure • Health & Safety assessment procedures 	25%
2.	Please provide details of your environmental and sustainability policy and detail the measures you would take to minimise the travel mileage attributable to the contract.	5%
	Total	30%

Marketing material should not be included.

3.2.1 Tenderers are required to provide responses to the Quality Criteria Questions set out in **Section 3**.

3.2.2 In relation to the Quality criteria, each question response will be scored in application of the following scoring scale:

Scoring Scale	Commentary
0	Completely fails to meet required standard or does not provide a proposal.
1	Proposal significantly fails to meet the standards required, contains significant shortcomings or is inconsistent with other proposals.
2	Proposal falls short of achieving expected standard in a number of identifiable respects.
3	Proposal meets the required standard in most material respects but is lacking or inconsistent in others.
4	Proposal meets the required standard in all material respects.
5	Proposal meets the required standard in all material respects and exceeds some or all of the major requirements.

3.3 The Authority does not bind itself to accept any tender but every effort will be made to reach a decision on the award of contracts before **17th December 2024**.

3.4 Notification to tenderers of the outcome of the tender exercise will be followed by a short period (approx 10 days) prior to a formal contract being signed, in order to meet legal requirements regarding potential challenges to the award of public sector contracts.

4.0 Best Value

- 4.1 Under the provisions of the Local Government Act 1999, the Authority must make arrangements to secure continuous improvement in the way in which its functions are exercised having regard to a combination of economy, efficiency and effectiveness. The successful tenderer will be required to provide the services in accordance with this principle and be expected to demonstrate how this is being achieved

5.0 Freedom of Information and Data Protection

- 5.1 The Authority is subject to the provisions of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 and submission of a Tender does not constitute or contain any obligation of confidentiality in terms of information provided to the Authority by any Party.
- 5.2 Where the Authority receives a request for information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, the other Party shall on request take all reasonable steps to assist the Authority in complying with the request in accordance with such legislation.
- 5.3 Where the Authority is being asked to disclose information provided by another Party we would normally consult the other Party before deciding whether to release the information
- 5.4 Each of the Parties undertakes to comply with its obligations under the UK General Data Protection Regulation and the Data Protection Act 2018, and in particular must not disclose any personal data as defined by that legislation to any individual unless the relevant conditions permitting disclosure are met.
- 5.5 Any information or data provided by the Authority to the other Party shall remain at all times the property of the Authority.
- 5.6 The other Party shall indemnify the Authority for any breach of the legislation above which renders the Authority liable for any costs, fines, claims or expenses however arising.
- 5.7 Whilst information held by the Authority is subject to the above, the Contractor will be required to keep confidential all information supplied to it by the Authority. All employees of the Contractor who are involved in the provision of the Services may be required to sign a confidentiality agreement in a form to be agreed by the Authority. The contractor will also be required to ensure that the terms of any sub-contract reflect this requirement.

6.0 Transfer of Undertakings (Protection of Employment) Regulations (TUPE)

- 6.1 It is the opinion of the Authority that the provisions of the Transfer of Undertakings (Protection of Employment) Regulations 1981 ("TUPE") are likely to apply to some or all of the work covered by the contract.
- 6.2 Tenderers should note that the Authority does not offer any indemnity to any person against any costs that may be incurred should the provisions of TUPE apply.
- 6.3 There are currently three cleaning contracts outsourced by the Authority, one covering each of the areas listed in this tender.

7.0 Canvassing etc

- 7.1 Any tenderer who canvasses any member or officer of the Authority, whether directly or indirectly, relating to the award of this contract will be disqualified.
- 7.2 If the tenderer:

- (a) fixes or adjusts the amount of the tender by arrangement with any other person; or
- (b) communicates to any person other than the Authority the amount of the tender (unless the disclosure is made for legitimate purposes, for example in connection with obtaining insurance); or
- (c) agrees with any other person that s/he will not submit a tender or as to the amount of any tender to be submitted; or
- (d) offers or pays any sum of money to any person to induce such a person to accept the tender

then the tenderer shall be disqualified from tendering and may be subject to civil and criminal liability.

8.0 Disclaimers

- 8.1 While the information contained in this invitation to tender is believed to be correct at the time of issue, neither the Authority, its advisors, nor any other awarding authorities will accept any liability for its accuracy, adequacy or completeness, nor will any express or implied warranty be given. This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from, this invitation to tender (including its appendices) and in respect of any other written or oral communication transmitted (or otherwise made available) to any Tenderer. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Authority.
- 8.2 If a Tenderer proposes to enter into a contract with the Authority, it must rely on its own enquiries and on the terms and conditions set out in the contract (as and when finally executed), subject to the limitations and restrictions specified in it.
- 8.3 Neither the issue of this invitation to tender, nor any of the information presented in it, should be regarded as a commitment or representation on the part of the Authority (or any other person) to enter into a contractual arrangement.
- 8.4 The Authority reserves the right to:
 - 8.4.1 Waive or change the requirements of this invitation to tender from time to time without prior (or any) notice being given by the Authority.
 - 8.4.2 Seek clarification in respect of any part of a Tenderer's submission.
 - 8.4.3 Request Tenderers to submit, supplement, clarify or complete relevant information or documentation where it appears to be incomplete, erroneous or missing.
 - 8.4.4 Disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions in this invitation to tender.
 - 8.4.5 Disqualify any Tenderer that is guilty of serious misrepresentation or of negligently providing misleading information in relation to its Tender or the tender process.
 - 8.4.6 Reject a Tender that is abnormally low.
 - 8.4.7 Withdraw this invitation to tender at any time, or to re-invite Tenders on the same or any alternative basis.
 - 8.4.8 Choose not to award any contract as a result of the current procurement process or to abandon that process.
 - 8.4.9 Make whatever changes it sees fit to the timetable, structure or content of the procurement process, depending on approvals processes or for any other reason.

- 8.5 The Authority will not be liable for any bid costs, expenditure, work or effort incurred by a Tenderer in proceeding with or participating in this procurement, including if the procurement process is terminated or amended by the Authority.

The Authority is a Disability Confident Employer. Disability Confident is a national scheme to support employers to make the most of the talents people with disabilities can bring to the workplace. This means that we are committed to employing, supporting and promoting people with disabilities in the workplace. We would like to encourage all of our suppliers and partners to be disability confident employers.

SECTION 2: HOW TO TENDER

Site Visits

Tenderers are strongly advised to make themselves familiar with the locations included in this Contract before submitting their tenders.

Offices and Centres can be visited by appointment, and public toilets can be accessed at any time.

Details, including a location map with indicative travel times and addresses for each site are provided in the attached appendices. It will be assumed that on submission of the tender, the Tenderer is aware of the local conditions of each of the locations and no allowance shall be made in respect of any matter which would have been apparent if inspections and enquiries had been made.

Premises appointments can be made with the Authority's Estate Manager, Jon Tighe. (Yorkshire Dales National Park Authority, Colvend, Grassington, North Yorkshire, BD23 5LB tel: 0300 456 0030; and e-mail: jon.tighe@yorkshiredales.org.uk)

Any questions raised will be addressed and relevant information distributed to all tenderers.

- 2.1 You should only complete the tender after you have read and fully understood all the contract documents and visited the sites.
- 2.2 Once a tender has been awarded no allowance can be made for any errors, omissions or misjudgments in tendering.
- 2.3 Bids are deemed to be inclusive of all overheads and expenses and are exclusive of VAT.
- 2.4 Before you complete the tender please ensure that you understand clearly what the Authority's requirements are about the price base of the Contract and its duration.
- 2.5 If you have any doubt at all on how to complete the tender, please contact Jon Tighe - tel: 0300 456 0030; and e-mail: jon.tighe@yorkshiredales.org.uk. Remember that once the tender has been submitted you will not have the opportunity to alter its contents. Once the Authority has accepted the tender, the contract will be in force for the full contract period and you will not be able to withdraw from the arrangement without risking legal liability for breach of contract.
- 2.6 The tender must be calculated with careful reference to the contents of this Invitation to Tender, including the Specification and Contract Conditions.
- 2.7 Tenderers must submit with their tender:
 - (i) a certificate signed by their insurance company or agents to the effect that the tenderer carries the insurance required under the Contract Conditions
 - (ii) details of three referees, two trade and one financial. The Authority will contact all referees as part of the tender evaluation process.
 - (iii) if a tenderer is an agent, details of its principal.

Compliance with Tender Documents

- 2.8 Tenders made must be in accordance with all the contract documentation and no changes should be made. Similarly, tenders must not be accompanied by statements making the tender qualified in any way.
- 2.9 If a tenderer wishes to make an alternative tender (i.e. a tender which is not fully compliant with the Authority's requirements) it may do so if (and only if) a fully compliant tender is also submitted. Tenderers also should note that tenders are being sought on the basis of the Contract Conditions included in this Invitation to Tender. The Authority will not consider a tender which does not comply

with its requirement by, for example, being made on the basis of the tenderers own 'standard conditions' except where these are expressly included as part of an alternative tender.

- 2.10 By submitting a Tender, Tenderers are agreeing to be bound by the terms of this invitation to tender and the Contract Conditions without further negotiation or amendment. If, and only if, the terms of the Contract Conditions render the proposals in the Tenderer's Tender unworkable, the Tenderer should submit a clarification in accordance with Paragraph 2.14 and the Authority will consider whether any amendment to the Contract Conditions are required. Any amendments agreed by the Authority shall be published and shall apply to all Tenderers. Any amendments which are proposed, but not approved by the Authority through this process, will not be acceptable and may be construed as a rejection of the terms leading to the disqualification of the Tender.
- 2.11 Tenderers must complete and sign the form of tender. **Where a tenderer is an individual, the tender must be signed by that individual; where the tenderer is a partnership the tender must be signed by two authorised partners, and where a tenderer is a company, two directors or a director and secretary should sign.** All signatories must be authorised to sign on the tenderer's behalf.

Where to send Tenders

- 2.12 Electronic tenders should be sent to procurement@yorkshiredales.org.uk with the title box stating: "TENDER FOR CLEANING OF BUILDINGS AND PUBLIC TOILETS: WESTERN AREA" and the deadline date. The deadline date for submitting tenders is 12 noon on Friday 22nd November 2024. You will receive an immediate automatic confirmation of receipt; **if this is not forthcoming please check your SPAM, or contact the officer named on the front of this Invitation to Tender.** THIS IS THE PREFERRED METHOD.
- 2.13 If unable to submit electronically, the tender must be returned in an envelope to the Director of Corporate Services, Yorkshire Dales National Park Authority, Yoredale, Bainbridge, Leyburn, North Yorkshire DL8 3EL. If tenders are delivered by hand a receipt should be obtained. The tender envelope and its franking must not bear any indication of the tenderer's identity and the envelope must only be marked "TENDER FOR CLEANING OF BUILDINGS AND PUBLIC TOILETS: WESTERN AREA" and the deadline date. The deadline date for submitting tenders is 12 noon on Friday 22nd November 2024.

If you are bidding for more than one area, note you are required to submit separate tenders for each area.

Clarifications

- 2.14 Any clarifications relating to the contract documents should be addressed to the Authority at the contact details as shown on the front cover page of this Invitation to Tender.
- 2.15 The Authority reserves the right (but is not obliged) to seek clarification of any aspect of a Tenderer's Tender during the evaluation phase where necessary for the purposes of carrying out a fair evaluation. Tenderers are asked to respond to such requests promptly. Vague or ambiguous answers are likely to score poorly or render the Tender non-compliant

Contract award

- 2.16 The Authority may award Contract(s) on the basis of a Tender submitted in accordance with this invitation to tender. Contract award is subject to the formal approval process of the Authority
- 2.17 Once the Authority has reached a decision in respect of a contract award, it will notify all bidders of that decision.

SECTION 3: THE TENDER

TO: Yorkshire Dales National Park Authority

- 3.1 We tender (and hereby offer) to provide the Goods and/or Service and/or Works in accordance with the details set out in this tender. This offer will remain open for [xx] days from the submission deadline date.
- 3.2 We agree that this tender, together with the Authority's written acceptance, will constitute a contract between us.
- 3.3 We confirm that the prices set out in this tender, as below, exclude VAT.
- 3.4 We certify that this is a bona fide tender and that we have not fixed or adjusted the amount of the tender in accordance with any arrangement with any third party.
- 3.5 We certify that we have not done, and we agreed not to do at any time before the tender closing date, any of the following:
- (a) informed anyone of the amount or approximate amount of the tender except where the confidential disclosure of the amount of the tender is necessary to obtain insurance quotations required in connection with the preparation of the tender;
 - (b) entered into any arrangement or agreement with any other person or firm that he/it should refrain from tendering or as to the amount of any tender to be submitted; or
 - (c) offered to pay any sum of money or gift to any person or firm for doing any of the acts in (a) or (b) above.
- 3.6 We warrant that we have all requisite authority to sign this Tender and confirm that we have complied with all the requirements of the invitation to tender.

Signed

Position

Signed

Position

On behalf of

Address

.....

.....

Contact Name

Tel

E-mail

PRICE (70% of tender scoring)

Bill of Quantities

Contract: Cleaning of buildings – Western Area

Period: 3 Years – covering the period 1st April 2025 to 31 March 2028

TENDER FOR THE PROVISION OF CLEANING

To Director of Corporate Services
Yoredale
Bainbridge, Leyburn
North Yorkshire
DL8 3EL

Having examined the invitation to tender and its accompanying documents, and being fully satisfied as to my / our abilities and experience in all respects to satisfy the requirements of the Instructions to Applicants and the Contract including the Conditions of Contract and the Specification

I/We

hereby offer, subject to the instructions to Applicant and the Conditions of Tender, to provide the service for the contract period (3 years from 1st April 2025) subject to the terms of the contract for the price set out below.

Cost Breakdown Summary	2025/26	2026/27	2027/28	Total
	£	£	£	£
Cleaning of Stonedykes barn ranger base				
Cleaning of Clapham / Horton / Malham / Stainforth Toilets				
Cleaning of Malham National Park Visitor Centre				
Overhead/Management charge				
Total Contract Price				

Note: Ensure hourly rates are inclusive of inflation. The hours quoted in the following table overleaf should only represent actual time spent on site cleaning; they should not include any travel time between sites. You must ensure you provide enough staff to cover all sites and factor in adequate time to move between sites if the same staff are to be used, to cover the required cleaning hours in the specification at the times stated.

Western Contract		Hours per day	Annual No Of Days	Annual Total Number of Hours	Rate per Hour	Annual Total 25/26	Rate per Hour	Annual Total 26/27	Rate per Hour	Annual Total 27/28	Contract Total
					£	£	£	£	£	£	£
Clapham Toilet											
(except Xmas day)	Winter	0.5	147	73.5							
	Summer	1	217	217.0							
Stainforth Toilet											
(except Xmas day)	Winter	0.5	147	73.5							
	Summer	1	217	217.0							
Horton Toilet											
(except Xmas day)	Winter	0.5	147	73.5							
	Summer	1	217	217.0							
Malham Toilet											
(except Xmas day)	Non BH Winter	0.5	145	72.5							
	BH Winter	1	2	2.0							
	Non BH Summer	1	204	204.0							
	BH Summer	1.5	13	19.5							
Stonedynes Barn											
	All year	0.75	104	78.0							
Malham Visitor Centre											
	Winter	1	17	17.0							
(in Oct, Dec and Feb)	Winter school hols	0.75	18	13.5							
Mon - Sun	Summer	0.75	217	162.75							
Totals				1440.75							

Cleaning Schedule

Winter – November to March (21 weeks), Summer – April to October (31 weeks)

Main Office – Closed 25th Dec to -1st Jan & Bank Holidays. Toilets - No clean Christmas day. * BH = Bank Holiday

QUALITY (30% of tender scoring)

1. Approach to providing the cleaning service (25%)

(i) Employee Experience

Please provide details of the relevant experience and qualifications of those employees who will be involved in provision and management of the service/works.

(ii) Communications

Please provide details of how you communicate with your staff, and how issues with performance or attendance are resolved. Please detail who and how you will communicate with the Authority.

(iii) Experience of Providing Similar Service/Works

Please outline your experience of providing services/works the same as or similar to those required by the Authority.

Please provide details of services you have provided to another body, and demonstrate how this shows the quality of your services.

(iv) Quality Assurance

What quality assurance systems do you have in place and how would these benefit the service? Please give details of the accreditation and auditing of the systems. Please detail your organization's procedures for dealing with sub-standard service levels and how you monitor cleaning times and duration are adhered to.

(v) Service Levels

Please provide a summary of how you would provide the service to the standards required. To include a detailed plan of proposed staffing, routes, and times, to ensure the plan is feasible and that you have enough staff allocated to the contract to be able to complete the specification to the required standard.

(vi) Staffing cover

Please provide details of your holiday/sickness procedure, including your procedure for notifying the Authority of any changes in your personnel. Cover must be provided by the contractor, and adequate notice must be given to the Authority.

(vii) Best Value

How do you propose to improve the quality of the service during the contract?

How do you assess quality of service (e.g. questionnaires, research, feedback, focus groups etc?)

2. Environmental and Sustainability Policy (5%)

- (i) Please provide details on your environmental and sustainability policy and how you can improve the sustainability performance of the cleaning contract. The Authority is keen to reduce any negative impact on the environment caused by the Service, such as cleaning products used, vehicle type and minimizing mileage attributed to the contract, etc.

SECTION 4: THE SPECIFICATION

Cleaning Schedule

Winter – November to March (21 weeks), Summer – April to October (31 weeks)

Main Office – Closed 25th Dec to -1st Jan & Bank Holidays. Toilets - No clean Christmas day. * BH = Bank Holiday

Western Contract	Period	Required days	Total Hours per day cleaning	Frequency	Times
Clapham, Stainforth & Horton toilet blocks					<i>(½ hour per clean)</i>
	Winter	Mon-Sun	½ hour	1 clean per day	Between 0630-0930
	Summer	Mon-Sun	1 hour	2 cleans per day	Between 0630-0930 and 1230-1430
Malham toilet block					<i>(½ hour per clean)</i>
	Winter	Mon-Sun	½ hour	1 clean per day	Between 0630-0930
	Summer	Mon-Sun	1 hour	2 cleans per day	Between 0630-0930 and 1230-1430
Boxing Day & New Year's Day	Winter BH	2 days	1 hour	2 cleans per day	Between 0630-0930 and 1230-1430
Easter, Early May, Late May & August	Summer BH	13 days	1 ½ hours	3 cleans per day	Spread throughout day evenly
Stonedynes Barn					
	All year	Mon & Thurs	¾ hour	Twice per week	Between 1600 - 0800 (outside opening hours)
Malham National Park Centre					
	Winter	Friday	1 hour	1 clean per week	Any time
School holidays (in Oct, Dec and Feb) Dates tbc each year	Winter extra	18 days	¾ hour	1 clean per day	Between 1700-1000 (outside of opening hours)
	Summer	Mon-Sun	¾ hour	1 clean per day	Between 1700-1000 (outside of opening hours)

Public Toilet Cleaning

Cleaning to take place in accordance with the cleaning schedule.

All cleaning materials and equipment, other than those specifically mentioned in this specification, will be provided and maintained/replaced by the cleaning company. Each toilet has a locked store room.

Up to date COSHH assessment forms will be supplied by the cleaning company.

All staff will be expected to be trained and comply with up to date Health and Safety procedures and policy requirements.

Soap and toilet rolls will be provided by the Yorkshire Dales National Park Authority.

Objective: to ensure that the buildings are kept to a good standard of cleanliness.

Staff will be expected to sign in and out, to check the site log book for specific daily jobs, and to provide updates/comments on issues.

1. **Legionella checks** – monthly water temperature checks to be taken for hot water in cleaner cupboard and disabled toilet. Thermometers will be provided, and temperature to be recorded on work sheet on wall. Temperature issues to be flagged to contract manager.
2. **Floors/skirtings** – sweep free of litter, leaves, dust and dirt including the corners of the room, and then mopped clean daily. Floors and skirtings should be dry, free from spillages, stains and marks, and ground-in dirt, and have a uniform clean appearance.
3. **Walls/cubical Walls** – should be wiped clean of dust, dirt, stains, cobwebs, lime scale and ground-in dirt. Ceramic tiles to be scrubbed free of grime, water marks and lime scale.
4. **Bright metalwork** (including mirrors) – should be shiny and free from dust, marks, smears and buildup of fats and lime scale.
5. **Hand wash** – soap dispensers and toilet roll holders should be clean and adequately stocked (liquid soap and toilet rolls supplied by YDNPA). Fittings should be wiped clean of dust, dirt, stains, smears, lime scale.
6. **Toilets** – on daily basis, pedestals, bowls and seats should be wiped clean of stains, dirt, dust and splashes, both on the inside and out, dirt around seat hinges and associated pipework should be wiped clean.
7. **Horizontal & Vertical Surfaces** – (including doors) surfaces within normal reach should be wiped clean, and kept free of stains, marks, dust and kept clear of all rubbish (including empty toilet rolls).
8. **Ceilings & Lighting** – to be wiped/brushed free from dust, debris, dirt, stains, and cobwebs. Broken lights to be reported to contract manager.
9. **Cupboard** – cleaning cupboard and service areas to be kept clean and tidy and free of empty package boxes. This is important for our fire H&S assessments.
10. **External and drinking tap** – the entrance to the toilets and approximately 1 meter immediately around the building to be swept clear to prevent buildup of dirt and leaves. Drinking taps to be cleaned daily.
11. **Blocked toilets** – attempts should be made by the cleaner in first instance to unblock with the plungers provided. 90% of time this clears blockages.

Additional requirements

12. **Annual deep clean** – above and beyond the normal clean, including all hard to reach areas and steam cleaning floors and walls (where appropriate). To take place prior to summer period.

National Park Visitor Centre Building

Cleaning to take place in accordance with the cleaning schedule.

All cleaning materials and equipment, other than those specifically mentioned in this specification, will be provided, maintained and replaced by the cleaning company.
Up to date COSHH assessment forms will be supplied by the cleaning company.
All staff will be expected to be trained and comply with Health and Safety procedures and policies.
Soap, hand towels, rubbish bags and toilet rolls will be provided by the Authority.

Objective: to ensure that the building is kept to a good standard of cleanliness. A key holder function is also required – with the responsibility for locking up/alarming the building.

Staff will be expected to sign in and out, to check the site log book for specific daily jobs, and to provide updates/comments on issues.

Public Area, Store and Office

13. **Floors/Skirtings** - swept and mopped, or vacuumed as appropriate to the surface into the corners of the room, they should be clean and free from litter and debris.
14. **Horizontal & Vertical Surfaces** – (including doors) surfaces within normal reach should be wiped clean, and kept free of stains, marks, and dust.
15. **Glass surfaces** - including the interior of doors and windows, should be kept clean and free from smears and finger marks.
16. **Waste Bins** - should be empty and dry. Waste should be removed, in the refuse sacks provided; these should then be sealed and placed at the rubbish collection point.

Kitchen and Toilets

17. **Floors/Skirtings** - swept and mopped, or vacuumed as appropriate to the surface into the corners of the room, they should be clean and free from litter and debris.
18. **Horizontal & Vertical Surfaces** – (including doors) surfaces within normal reach should be wiped clean, they should be free of stains and marks, and dust free.
19. **Glass surfaces/Bright metalwork** (including mirrors) – should be shiny and free from dust, marks, smears and buildup of fats and lime scale.
20. **Waste Bins** - should be empty and dry. Waste should be removed, in the refuse sacks provided; these should then be sealed and placed at the rubbish collection point.
21. **Toilets & Sinks** – sinks, pedestals, bowls and seats should be wiped clean of stains, dirt, dust lime scale and splashes, both on the inside and out, dirt around seat hinges and associated pipework should be wiped clean.

Additional requirements

22. **Annual carpet clean** - shampoo carpets, thorough clean of vinyl floors in March each year.
23. **Annual deep clean** – above and beyond the normal clean, including all hard to reach areas. To take place in March each year (min 4 hours).

Stonedynes Barn

This should be cleaned twice a week, on Monday and Thursday between 1600 and 0800 (outside of main working hours).

All cleaning materials and equipment, other than those specifically mentioned in this specification, will be provided and maintained/replaced by the cleaning company.

Up to date COSHH assessment forms will be supplied by the cleaning company

All staff will be expected to be trained and comply with Health and Safety procedures and policies.

Soap, hand towels, refuse sacks and toilet rolls will be provided by the Authority.

Objective: to ensure that the building is kept to a good standard of cleanliness. A key holder function is also required – with the responsibility for locking up/alarming the building.

Staff will be expected to sign in and out, to check the site log book for specific daily jobs, and to provide updates/comments on issues.

Office

1. **Floors/Skirtings** - swept, or vacuumed free of litter, dust and dirt, including the corners of the room, and then mopped clean. Floors and skirtings should be dry, free from spillages, stains and marks, ground-in dirt, and have a uniformed appearance.
2. **Vertical & Horizontal surfaces** – (including doors) surfaces within normal reach should be wiped clean, they should be free of stains, marks, and dust.
3. **Ceilings** – to be wiped/brushed free of dust, debris, dirt, stains and cobwebs.
4. **Office furniture and vertical work surfaces** – including desk space, computers, filing cabinets etc. - surfaces within normal reach should be wiped clean, they should be free of stains and marks, and dust free.
5. **Glass surfaces** - including the interior of doors and windows, should be kept clean and free from smears and finger marks.
6. **Waste Bins** - should be empty and dry. Waste should be removed, in the refuse sacks provided; these should then be sealed and placed at the rubbish collection point.

Sink Area and Toilets

7. **Floors/Skirtings** - swept, or vacuumed free of litter, dust and dirt, including the corners of the room, and then mopped clean. Floors and skirtings should be dry, free from spillages, stains and marks, ground-in dirt, and have a uniformed appearance.
8. **Toilets & Sinks** – sinks, pedestals, bowls and seats should be wiped clean of stains, dirt, dust lime scale and splashes, both on the inside and out, dirt around seat hinges and associated pipework should be wiped clean.

Caretaking duties

1. External rubbish bin area and front entrance area to be kept tidy and free from debris.
2. To act as a key holder to lock up and secure the building at the end of cleaning days, to include checking windows and doors are closed (and locked where appropriate), lights are off, fire exits are secure and that the alarm system is set.

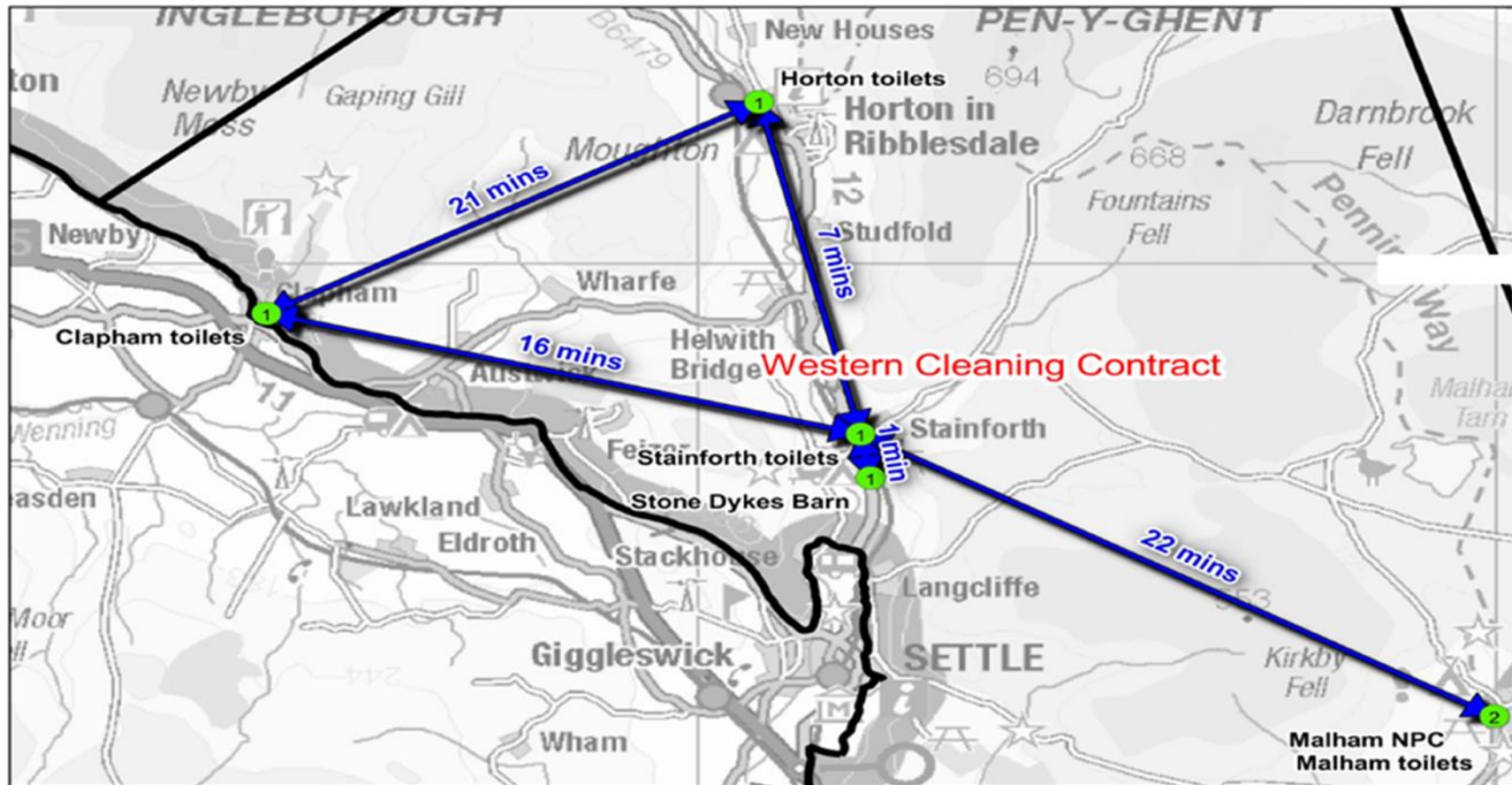
KPIs (Key Performance Indicators)

Performance will be monitored regularly, against the following Key Performance Indicators (KPIs), general standards, attendance, complaints and compliments will be assessed and discussed in monthly management meetings with the contracts manager and contractor manager.

Key Performance Indicators			
What performance will be measured	Who By?	Frequency of Measurement	Expected Targets
Customer Satisfaction – monitoring of complaints, compliments from end users	Client	Monthly	95%
Client Satisfaction – monitoring of complaints, compliments of staff, general standards of cleanliness	Client	Monthly	95%
Attendance – log in sheets received monthly/ clocking in actioned appropriately	Client	Monthly	100%
Satisfactory monitoring and supervision of cleaning staff	Contractor/ Client	Monthly	95%
Compliance with contract service standards	Contractor/ Client	Monthly	100%
Service delivered as timescales set out the specification	Contractor	Monthly	98%
Regular review and monitoring of health and safety procedures and standards	Contractor	Monthly	95%

Western Cleaning Contract

Scale 1:75,000



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Compiled by

Property Addresses and details

Western Area

Contact for access:

Estates Manager – jon.tighe@yorkshiredales.org.uk, 01756 751655

Malham National Park Centre and Toilet

Yorkshire Dales National Park Authority

Malham National Park Centre

Malham

North Yorkshire

BD23 4 DA

Malham National Park Centre: retail and Interpretative centre open to the public. Consists of, public area, office, store, kitchen, and toilet, approximate floor area 137 m².

Stonedynes Barn

Yorkshire Dales National Park Authority

Stainforth

Settle

BD24 9PB

Stonedynes: ranger office space, toilets and store, approximate floor area 30 m²

Stainforth Toilets

Settle

North Yorkshire

BD24 9PW

Horton in Ribblesdale Toilets

Settle

North Yorkshire

BD24 0HF

Clapham Toilets

Gilderbank

Lancaster

LA2 8EG

Malham Toilets

Malham

North Yorkshire

BD23 4 DA

Appendix 3

Details of all employees of the current Contractor for this Service

Stage 1. Information for bidders' pricing purposes (anonymised)		
Details	Emp No 1	Emp No 2
Job Title	Cleaning Operative	Cleaning Operative
Work Location	West	West
Age		
Continuous service date (dd/mm/yy)		
Date employment started with existing employer	15/07/2022	01/04/2024
Contractual weekly hours	26(s) 16(w)	34(s) 16(w)
Regular overtime hours per week		
Salary (or hourly rate of pay)	£11.44	£11.44
Payment interval (weekly/fortnightly/monthly)	Monthly	Monthly
Bonus payments	Time & Half Bank Holidays	Time & Half Bank Holidays
Pay review method		
Frequency of pay reviews	Annual	Annual
Agreed pay increases		
Next pay review date		
Any existing or future commitment to training that has a time-off or financial implication		
Car allowance (£ per year)		
Lease or company car details	Company Van	Company Van
Any other allowances paid		
Any other benefits in kind		
Type of pension provision e.g LGPS, defined contribution or stakeholder	NEST	NEST
Is the individual entitled to enhanced redundancy pay? If so, please provide details of how this is to be calculated?		

Current employer contribution rate	3%	3%
Private health insurance		
Annual leave entitlement (excluding bank holidays)	20	20
Bank holiday entitlement	8	8
Mobility or flexibility clause in contract?		
Contract end date (if fixed term contract or temporary contract)		
Maternity or paternity leave		
Sick leave entitlement		
Sick pay entitlement	SSP	SSP
Notice	2 Weeks	2 Weeks
Any collective agreements?		
Employment status (for example, employee, self-employed, agency worker)?	Employee	Employee
% of working time dedicated to the provision of services under the contract	100%	100%

APPENDIX A

THE AGREEMENT

Date

The Authority **YORKSHIRE DALES NATIONAL PARK AUTHORITY** of Yoredale,
Bainbridge, Leyburn, North Yorkshire DL8 3EL

The Contractor

BACKGROUND

- (A) The Authority is an English National Park Authority responsible for the Yorkshire Dales National Park.
- (B) The Authority published a contract notice [REFERENCE] on [DATE] on Contracts Finder [and Find a Tender Service] seeking expressions of interest from potential providers for the provision of the Services and/or the Goods.
- (C) The Authority has, through a competitive process, selected the Contractor to provide the Services and/or the Goods and the Contractor is willing and able to provide the Services and/or the Goods in accordance with the terms and conditions of this Contract.

THE AGREEMENT

- 1. The following documents are incorporated into this Agreement:
 - (a) The quotation accepted by the Authority (including all the documents referred to in the quotation).
 - (b) The Contract Conditions.
 - (c) The Specification.
- 2. The documents in 1 are termed “the Contract Documents”.
- 3. In consideration of the amounts to be paid by the Authority in accordance with the Contract Documents, the Contractor agrees with the Authority to provide *[insert description of goods or services]* to the Authority’s satisfaction in accordance with the Contract Documents.

SIGNED by duly authorised signatories of the Authority and the Contractor respectively.

.....
for the Authority

.....
for the Contractor



YORKSHIRE DALES
National Park Authority

APPENDIX B

YORKSHIRE DALES NATIONAL PARK AUTHORITY CONTRACT CONDITIONS FOR THE PURCHASE OF GOODS AND/OR SERVICES

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1 DEFINITIONS AND INTERPRETATION

1.1 The following terms have the following meanings in the Contract: -

Authorised Officer the authorised officer as further defined in clause 4;

Authority means Yorkshire Dales National Park Authority of Yoredale, Bainbridge, Leyburn, North Yorkshire DL8 3EL;

CEDR means the Centre for Effective Dispute Resolution.

Change in Law means the coming into effect or repeal (without re-enactment or consolidation) in England of any Law, or any amendment or variation to any Law, or any judgment of a relevant court of law which changes binding precedent in England after the date of this Agreement.

Commencement Date means 1st April 2025;

Commissioner means the Information Commissioner (as defined in section 3(8) of the DPA 2018).

Confidential Information means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;

Contract means the contract entered into by the Authority and the Contractor comprising the Form of Agreement and the Contract Documents;

Contract Charges means the entire price payable by the Authority to the Contractor in respect of the Services and/or the Goods as further detailed in the Quotation;

Contract Conditions means this document setting out the conditions that apply to the Agreement and includes the Schedules and Annexes;

Contract Documents means the Quotation submitted by the Contractor as accepted by the Authority; these Contract Conditions, the Contract and the Specification;

Contract Manager means the Contract Manager as further defined in clause 9;

Contractor means the person engaged by the Authority to provide the Goods and/or Services as further detailed in the Form of Agreement.

Contract Period means the period from the Commencement Date to the earlier of the Expiry Date (as may be extended in accordance with the Special Conditions) or the date of termination of the Contract;

Contract Standards means

- (a) the standards in the Contract (which for the avoidance of doubt includes the Specification and, where applicable for Goods, clause 10); and
- (b) with all the skill, care and diligence to be expected of a competent provider of services of a similar kind to the Service and/or the Goods; and
- (c) generally to the Authority's satisfaction;
- (d) in accordance with all applicable Law;

Data Protection Legislation means all applicable data protection and privacy legislation in force from time to time in the United Kingdom (UK) including without limitation the UK GDPR; the Data Protection Act 2018 (DPA 2018); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and the guidance and codes of practice issued by the Commissioner and which are applicable to a Party;

Deliverables means those deliverables in whatever form to be provided to the Authority pursuant to the delivery of the Services as further defined in the Specification;

Delivery means completion of the delivery of the Goods specified in an Order in accordance with the Contract;

Delivery Date means the date specified for delivery of Goods specified in an Order;

Delivery Location means the location specified for delivery of Goods specified in an Order;

Expiry Date means the date when the Services and/or the Goods are fully delivered in accordance with the Contract;

Form of Agreement means the document entitled "The Agreement" and setting out the Parties;

Goods means the goods to be supplied by the Contractor to the Authority as detailed in the Specification and/or any Order.

Grant Funding Agreement means the grant funding agreement entered from time to time between (1) the Secretary of State for Environment, Food and Rural Affairs and (2) the Authority, for the purpose of enabling the Authority to carry out statutory obligations relating to national parks;

Intellectual Property Rights means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, and all other

intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Key Performance Indicators means the key performance indicators detailed in the Specification (if any);

Law means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, retained EU law within the meaning of section 6(7) of the European Union (Withdrawal) Act 2018, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Contractor and/or the Authority is bound to comply and/or that applies to the provision of the Services;

Losses means all losses, liabilities, damages, demands, charges, costs, expenses (including legal and other professional charges and expenses), litigation, settlement, judgment interest and penalties whether arising in contract, tort (including negligence), breach or statutory duty or otherwise and the term **Loss** shall be construed accordingly;

Materials means all materials, products and equipment that are required to provide the Services and/or deliver the Goods.

Necessary Consents means all approvals, certificates, authorisations, permissions, licences, permits, regulations and consents necessary from time to time for the performance of the Services and/or the delivery of the Goods including any such requirements detailed in the Specification;

Order means an order for Goods submitted by the Authority in accordance with clause 10.3 in a form determined by the Authority provided always that Order shall be deemed to include the Specification where the details of any specific Order are set out in the Specification;

Order Number means the reference number to be applied to an Order by the Contractor in accordance with clause 10.6;

Parties means the Authority and the Contractor and **Party** shall mean either of them;

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

Prohibited Act means any one or more of the following:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to:
 - (i) induce that person to perform improperly a relevant function or activity; or

- (ii) reward that person for improper performance of a relevant function or activity;
 for:
 - (i) doing or not doing (or for having done or not having done) any act in relation to the obtaining or execution of the Contract or any other contract with the Contractor; or
 - (ii) for showing or not showing favour or disfavour to any person in relation to the Contract or any other contract with the Contractor;
- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with the Contract;
- (c) committing any offence:
 - (i) under the Bribery Act 2010;
 - (ii) under legislation creating offences concerning fraudulent acts; or
 - (iii) at common law concerning fraudulent acts relating to the Contract or any other contract with the Contractor;
 - (iv) of defrauding, attempting to defraud or conspiring to defraud the Authority;
- (d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK; and/or
- (e) giving any fee or reward the receipt of which is an offence under section 117(2), Local Government Act 1972;

Records has the meaning given in clause 7.1;

Services means the Services to be provided under the Contract, as described in the Specification and including the provision of the Deliverables;

Special Categories of Personal Data has the meaning set out in the Data Protection Legislation and for the purposes of the Contract shall include information relating to criminal convictions and offences;

Special Conditions means the additional clauses to the Contract set out at Schedule 1 which where used shall be deemed to be set out in full in the clauses of the Contract;

Specification means the specification for the Services attached to the Form of Agreement;

Quotation means the Contractor's quotation or tender for the Services and/or the Goods attached to the Form of Agreement;

UK GDPR has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018.

Working Day means any Monday to Friday (inclusive) other than such a day where the banks in London are not open for business

1.2 The Contract shall be governed by English Law, and the Authority and the Contractor accept the exclusive jurisdiction of the English courts.

1.3 References (unless explicitly stated otherwise) to: -

1.3.1 any Law, Act, Order, Regulation, Statutory Instrument, etc, include any provisions by way of amendment, replacement or re-enactment;

1.3.2 one gender include any other gender;

1.3.3 persons include corporations and all legal persons;

1.3.4 singular includes the plural and vice versa;

1.3.5 clauses are to clauses in the main body of the Contract;

1.3.6 the Contractor's staff include the Contractor's partners, directors, employees, volunteers, agents and sub-contractors;

1.3.7 Schedules are to the schedules of the Contract and to paragraph are to paragraphs within the Schedules and to Annexes are to annexes to the Contract or any part of it;

1.3.8 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;

1.3.9 the headings to the clauses and the Schedules and the Annexes in the Contract are for information only and do not affect the interpretation of the Contract;

1.3.10 a reference to "writing" or "written" includes e-mail;

1.3.11 the word "including" shall be understood as meaning "including without limitation".

1.4 The Contract contains provisions relating to the supply of Goods and the delivery of Services. Where the Contract is used only for:

1.4.1 the supply of Goods then references to delivery of Services shall be disregarded; or

1.4.2 the delivery of Services then references to the delivery of Goods shall be disregarded.

2 THE CONTRACT - GENERAL

- 2.1 The Contractor shall be deemed to have ensured the accuracy of the rates and prices in the Quotation which shall cover all the Contractor's obligations under the Contract.
- 2.2 The provisions of the Contract are mutually explanatory of one another, but if there is any conflict or inconsistency then the following order of precedence shall apply:
- 2.2.1 Form of Agreement;
 - 2.2.2 Contract Conditions Schedule 1;
 - 2.2.3 Specification; and
 - 2.2.4 Quotation.
- 2.3 No deletion from, addition to, or variation of the Contract Documents shall be valid unless agreed in writing and signed by Authority and the Contractor.
- 2.4 The Contract constitutes the entire agreement between the Parties in respect of the matters dealt with therein. The Contract supersedes all prior negotiations between the Parties and all representations and undertakings made by one Party to the other, whether written or oral, except that this clause shall not exclude liability in respect of any fraud or fraudulent misrepresentation.
- 2.5 The Contractor shall not seek to introduce any terms and conditions at any time in respect of the delivery of the Goods and/or Services and agrees that any such terms and conditions shall be null and void and any acceptance of the Goods and/or Services shall not constitute acceptance of such terms and conditions.

3 TERM

- 3.1 The Contract shall take effect on the Commencement Date and shall continue for the Contract Period.
- 3.2 The Contract Period may be extended in accordance with the Special Conditions (where applicable).

4 AUTHORISED OFFICER

- 4.1 The Authorised Officer is the person nominated from time to time by the Authority to act on its behalf for the purposes of the Contract and may
- 4.1.1 issue instructions to the Contractor on any matter relating to the Contract; and
 - 4.1.2 appoint representatives to act upon their behalf and shall notify the Contractor of such appointment(s).

5 THE CONTRACTOR'S OBLIGATIONS

- 5.1 The Contractor:
- 5.1.1 warrants and represents that all information and statements made by the Contractor as a part of the procurement process, including without limitation the Quotation or response to any pre-qualification questionnaire (if applicable), remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Authority prior to execution of the Contract; and
 - 5.1.2 shall promptly notify the Authority in writing if it becomes aware during the performance of the Contract of any inaccuracies in any information provided to it by the Authority during such due diligence which materially and adversely affects its ability to perform the Services and/or supply the Goods in accordance with the terms of the Contract including any performance management provisions (where applicable).
- 5.2 The Contractor shall provide the Services and/or supply the Goods in accordance with the Contract (including the Specification) for the Contract Period to the Contract Standards and in a manner to secure achievement of the Key Performance Indicators where applicable. The Contractor shall provide the Services and/or supply the Goods in accordance with its Quotation to the extent that the Quotation does not conflict with any other provision of the Contract.
- 5.3 The Contractor shall inform the Authorised Officer immediately if it is unable to provide the Services and/or supply the Goods or if the Contractor is aware of anything which may prevent the Contractor from complying with the Contract.
- 5.4 To enable the Authorised Officer to monitor the provision of the Services and/or the supply of the Goods the Contractor authorises access by them and any person authorised by the Authorised Officers and/or the Authority to:
- 5.4.1 the Contractor's work place including any place where the Goods are stored;
 - 5.4.2 relevant records and documents held by the Contractor in connection with the Services, the supply of the Goods and/or the Contract;
 - 5.4.3 the Contractor's staff;
 - 5.4.4 technology, resources and systems used or proposed to be used in connection with the Services for the purposes of inspection.
- 5.5 The Contractor shall ensure that all Necessary Consents are in place to provide the Services and/or supply the Goods and the Authority shall not (unless otherwise agreed in writing) incur any additional costs associated with obtaining, maintaining or complying with the same. For the purposes of the Contract, Necessary Consents includes any such Necessary Consents required by or from a third party owner or occupier of land or property not owned by the Authority that

the Contractor requires access to in order to deliver the Services and/or the Goods.

- 5.6 Without prejudice to the Authority's other powers under the Contract, if the Contractor fails to provide the Services and/or supply the Goods in accordance with this Clause 5, the Authority may provide the Services and/or supply the Goods itself or may pay another person to provide part or all of the Services and/or supply the Goods and the costs incurred may be deducted from any sums due to the Contractor under the Contract or otherwise or shall be recoverable as a debt by the Authority from the Contractor.
- 5.7 If requested by the Authorised Officer the Contractor shall provide a copy of its audited accounts within six months of the relevant accounting reference date subsequent to those provided in accordance with the Quotation.
- 5.8 Subject to Clause 16, the Contractor is responsible for providing all Materials, premises, equipment, tools and assets necessary to enable it to deliver the Services and/or the Goods.
- 5.9 The Contractor shall:
 - 5.9.1 not take any action or make any omission which shall cause the Authority to be in breach of any of the terms of the Grant Funding Agreement and shall indemnify the Authority against all actions, claims, damages, costs and other expenses in relation to any breach by the Authority of the Grant Funding Agreement as a direct result of the actions or omissions of the Contractor;
 - 5.9.2 take all such actions or omit from taking all actions in respect of the Services and/or the supply of the Goods as may be required by the Authority to enable the Authority to comply with the terms of the Grant Funding Agreement which shall include the provision of and/or access to such information, records and data (in whatever form held and for such periods as may be specified by the Authority) as the Authority is required to provide or give access to under the Grant Funding Agreement.

6 MEETINGS

- 6.1 The Authorised Officer and the Contract Manager shall hold regular meetings at the times, places and frequencies to be agreed between the Parties and/or as detailed in the Specification.
- 6.2 At such meetings, the Parties shall discuss the standard of the Goods and/or Services, the outcome of any monitoring of the Goods and/or Services and any suggested improvements, variations, extensions or reductions to them, the performance of the respective duties and obligations of the Parties under the Contract and the performance of the Contract generally.

7 RECORDS, MONITORING AND REPORTING

- 7.1 The Contractor shall:
- 7.1.1 keep such records relating to the provision of the Services and/or the supply of the Goods as are detailed in the Specification (the **Records**) during the Contract Period and for a period of six (6) years following the expiry or termination of the Contract (unless the Authority requires the transfer of such Records on termination or expiry);
 - 7.1.2 provide access on reasonable notice from the Authority to the Records during the Contract Period and the period referred to in clause 7.1.1;
 - 7.1.3 report to the Authority at such times and in accordance with the requirements set out in the Specification to include reporting against any Key Performance Indicators.
- 7.2 On termination or expiry of the Contract and where required by the Authority, the Contractor agrees to:
- 7.2.1 transfer any of the Records to the Authority and/or any other body as designated by the Authority within five (5) Working Days of the Expiry Date or Termination Date;
 - 7.2.2 destroy such of the Records as the Authority may direct and provide a certificate confirming such destruction save that the Contractor shall not be required to destroy any records that it is required by Law to retain.

8 CONTRACTOR'S STAFF

- 8.1 The Contractor shall employ sufficient staff to ensure that the Services are provided and/or the Goods are supplied to the Contract Standards.
- 8.2 The Contractor's staff shall be adequately qualified, competent and suitable in all other respects to provide the Services and/or supply the Goods.
- 8.3 The Authorised Officer may (but only on reasonable grounds) refuse to grant access to the Authority's premises, or require the Contractor in writing to remove from the provision of the Services and/or the supply of the Goods, any member of the Contractor's staff. The Contractor shall immediately remove such staff from the provision of the Services and/or the supply of the Goods and provide a replacement.
- 8.4 The Authority shall not be liable either to the Contractor or to the staff in question in respect of any cost, expenses, liability, loss or damage occasioned by such removal and the Contractor shall indemnify the Authority in respect of any claim made.

9 CONTRACT MANAGER

- 9.1 The Contractor shall appoint a Contract Manager approved by the Authorised Officer. Any notice, instruction or other information given to the Contract Manager shall be deemed to have been given to the Contractor.
- 9.2 The Contractor shall, prior to commencement of the delivery of the Service and/or the supply of the Goods, notify the Authorised Officer in writing of the name, address and contact numbers of the Contract Manager and any deputy, and shall subsequently notify the Authorised Officer of any changes.
- 9.3 The Contractor shall provide, and shall ensure that its staff wear at all times when engaged in the provision of the Services on Authority premises and/or the supply of the Goods, such identification as the Authority may require. The Contractor shall also ensure its staff comply with the directions, Health & Safety policy and other policies of the Authority when accessing Authority premises.

10 GOODS

Supply of Goods

- 10.1 During the Contract Period, the Contractor shall supply, and the Authority shall purchase, such quantities of Goods as the Authority may order in accordance with the terms and conditions of the Contract.
- 10.2 The Authority shall not be subject to any minimum purchase amount of Goods, which shall be ordered in accordance with this clause at the absolute discretion of the Authority.

Order of Goods

- 10.3 Where the Authority requires Goods during the Contract Period, the Authority shall complete an Order and send the Order to the Contractor provided always that the Specification shall be deemed to be such an Order where it states that it is an Order.
- 10.4 The Contractor shall supply Goods in accordance with the Authority's Order.
- 10.5 Each Order shall:
 - 10.5.1 be given in writing (which shall include where documented in the Specification) or, if given orally, shall be confirmed in writing within five (5) Working Days;
 - 10.5.2 specify the type and quantity of Goods ordered; and
 - 10.5.3 unless the Parties agree that the Authority may specify the date and location after placing the Order, specify the Delivery Date on which the Goods ordered are to be delivered, and the Delivery Location.
- 10.6 The Contractor shall give to the Authority, written acceptance of the Order or any subsequent amendment by the Authority in accordance with clause 10.7, within five Working Days of receipt of the Order (provided always that this shall not

apply where the details of any Order are contained in full within the Contract at the Specification). The Contractor shall assign an Order Number to each Order received from the Authority or assign the Authority's order number as the Order Number and notify such Order Numbers to the Authority. Each Party shall use the relevant Order Number in all subsequent correspondence relating to the Order. Any work performed other than in strict compliance with the Order shall be at the Contractor's risk and expense.

- 10.7 The Authority may within five (5) Working Days of placing an Order amend or cancel an Order by written notice to the Authority. If the Authority amends or cancels an Order, its liability to the Contractor shall be limited to payment to the Contractor of all costs reasonably incurred by the Contractor in fulfilling the Order up until the date of receipt of the notice of amendment or cancellation, except that the Authority shall have no liability to the Contractor where the amendment or cancellation results from the Contractor's failure to comply with its obligations under the Contract. The Authority's liability to pay reasonably incurred costs under this clause 10.7 shall be subject to the following provisions

- 10.7.1 any such costs must be evidenced to the Authority and the Contractor shall provide such supporting evidence as the Authority may request;
- 10.7.2 the Contractor is under a duty to mitigate those costs which shall include where reasonably practicable selling any relevant Goods no longer required by the Authority to a third party;
- 10.7.3 where any resale to a third party is achieved at or above the level of the relevant Contract Charges then no costs shall be claimed; and
- 10.7.4 where the Goods are not bespoke to the requirements of the Authority then the Contractor shall not be entitled to any costs in respect of those Goods.

Manufacture, Quality and Packing

- 10.8 The Contractor shall manufacture, pack and supply the Goods in accordance with all generally accepted industry standards and practices that are applicable and in such manner as to enable them to reach their destination in good condition.
- 10.9 The Contractor warrants that the Goods supplied to the Authority by the Contractor under the Contract shall:
- 10.9.1 conform to the Specification and/or any specific requirements detailed in an Order;
 - 10.9.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Authority or made known to the Authority by the Contractor;

- 10.9.3 be free from defects in design, material and workmanship and remain so for twelve (12) Months after Delivery; and
- 10.9.4 comply with all applicable Law.
- 10.10 The Contractor shall obtain and maintain in force for the Contract Period all Necessary Consents needed to manufacture and supply the Goods in accordance with the terms of the Contract. The Contractor shall supply the Goods in accordance with the Quotation (save to the extent it would conflict with any other requirement of the Contract).

Delivery

- 10.11 The Contractor shall deliver the Goods specified in each Order to the Delivery Location on the Delivery Date.
- 10.12 Delivery of an Order shall be complete on completion of unloading of the Order at the Delivery Location.
- 10.13 The Contractor shall not deliver Orders by instalments except with the prior written consent of the Authority (which includes where documented in the Specification and/or any Order). Where Orders are to be delivered by instalments, they may be invoiced and paid for separately. References in the Contract to Orders shall, where applicable, be read as references to instalments.
- 10.14 If an Order is not delivered on the specified Delivery Date, then, without limiting any other right or remedy the Authority may have, the Authority may:
 - 10.14.1 refuse to take any subsequent attempted delivery of the Order;
 - 10.14.2 terminate the Contract with immediate effect;
 - 10.14.3 obtain substitute products from another supplier and recover from the Contractor any costs and expenses reasonably incurred by the Authority in obtaining such substitute products; and/or
 - 10.14.4 claim damages for any other costs, expenses or losses resulting from the Contractor's failure to deliver the Order on the Delivery Date, provided that the Contractor shall have no liability for any failure or delay in delivering an Order to the extent that such failure or delay is caused by the Authority's failure to comply with its obligations under the Contract.
- 10.15 If the Authority fails to accept delivery of an Order on the specified Delivery Date, then, except where such failure or delay is caused by the Contractor's failure to comply with its obligations under the Contract:
 - 10.15.1 the Order shall be deemed to have been delivered at 9.00am on the Delivery Date; and

- 10.15.2 the Contractor shall store the Order until delivery takes place, and charge the Authority for all related costs and expenses (including insurance).
- 10.16 Each delivery of Goods shall be accompanied by a delivery note from the Contractor showing the Order Number, the date of the Order, the type and quantity of Goods included in the Order and, in the case of Goods being delivered by instalments, the outstanding balance of Goods specified in an Order remaining to be delivered.
- 10.17 If the Contractor requires the Authority to return any packaging materials to the Contractor, that fact must be clearly stated on the delivery note accompanying the relevant Order, and any such returns shall be at the Contractor's expense.

Acceptance and Defective Goods

- 10.18 The Authority shall not be deemed to have accepted any Goods until it has had a reasonable time to inspect them following Delivery, or, in the case of a latent defect in the Goods, until a reasonable time after the latent defect has become apparent.
- 10.19 If any Goods delivered to the Authority do not comply with clause 10.9, or are otherwise not in conformity with the terms of the Contract, then, without limiting any other right or remedy that the Contractor may have, the Authority may reject those Goods and:
 - 10.19.1 require the Contractor to repair or replace the rejected Goods at the Contractor's risk and expense within five (5) Working Days of being requested to do so; or
 - 10.19.2 require the Contractor to repay the price of the rejected Goods in full (whether or not the Authority has previously required the Contractor to repair or replace the rejected Goods);
 - 10.19.3 cease to be under any obligation to pay any outstanding Contract Charges in respect of the rejected Goods until they are replaced or repaired (and the timescale for payment shall commence again on the date the replacement or repaired Goods are accepted by the Authority);
 - 10.19.4 require the Contractor to collect the rejected Goods within the timescale set by the Authority and shall not be liable to the Contractor for any damage to, or deterioration of, the rejected Goods whilst they await collection; and
 - 10.19.5 claim damages for any Losses resulting from the Contractor's delivery of Goods that do not conform with the terms of the Contract.
- 10.20 The Authority's rights and remedies under this clause 10 are in addition to the rights and remedies available to it in respect of the statutory conditions relating to

description, quality, fitness for purpose and correspondence with sample implied into the Contract by the Sale of Goods Act 1979.

- 10.21 The terms of the Contract shall apply to any repaired or replacement Goods supplied by the Contractor.
- 10.22 If the Contractor fails to promptly repair or replace rejected Goods in accordance with clause 10.19.1, the Authority may, without affecting its rights under clause 10.19.5 obtain substitute products from a third party supplier, or have the rejected Goods repaired by a third party, or terminate the Contract and the Contractor shall reimburse the Authority for the costs it incurs in doing so.
- 10.23 If the Parties dispute whether any Goods comply with clause 10.9, either Party may refer the matter for determination in accordance with the dispute resolution procedure under clause 25.

Title and Risk

- 10.24 The risk in Goods delivered to the Authority shall pass to the Authority on the Delivery of the Goods.
- 10.25 Title to Goods delivered to the Authority shall pass to the Authority on the earlier of Delivery or payment of the Goods. Where the property in any of the Goods passes to the Authority before delivery, such Goods shall be clearly identified and marked as the property of the Authority or in such manner as the Authority may require.

Indemnity

- 10.26 Notwithstanding any other provision of the Contract, the Contractor shall indemnify the Authority against all Losses suffered or incurred by the Authority arising out of or in connection with:
 - 10.26.1 any claim made against the Authority for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the supply or use of the Goods;
 - 10.26.2 any liability incurred under the Consumer Protection Act 1987 in respect of the Goods;
 - 10.26.3 any claim made against the Authority by a third party arising out of, or in connection with, the supply of the Goods, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Contractor, its staff, agents or subcontractors; and
 - 10.26.4 any claim made against the Authority by a third party for death, personal injury or damage to property arising out of, or in connection with, defective Goods, to the extent that the defect in the Goods is attributable to the acts or omissions of the Contractor, its staff, agents or subcontractors.

11 MODIFICATIONS

- 11.1 The Authorised Officer may require the Contractor in writing to:-
 - 11.1.1 provide additional services and/or additional goods of a similar nature to the Services and/or Goods;
 - 11.1.2 increase or decrease the scope of the Services and/or the supply of the Goods or any part of it.
- 11.2 The valuation of modifications made under this clause shall be calculated by the Authorised Officer as follows:-
 - 11.2.1 wherever appropriate the valuation shall be ascertained in accordance with the principles used and the rates and prices contained in the Quotation;
 - 11.2.2 if the rates and prices in the Quotation are not relevant to the modification then the ascertainment of the valuation shall be on a fair and reasonable basis agreed by the parties and if agreement is not possible the matter shall be referred for dispute resolution under clause 25.
- 11.3 Without prejudice to the other relevant provisions of the Contract the Authority may at any time(s) during the Contract Period request a variation in the Services and/or the supply of the Goods (in this clause 'a variation'). Such request may be by reason of a Change in Law, changes in operational requirements or for any other reason.
- 11.4 The Authority may request the variation by serving a notice (in this clause 'a variation notice') on the Contractor identifying the proposed variation and all relevant details of it including, but without limitation, its effect, timing and proposed cost.
- 11.5 The Contractor shall reply to the variation notice within five (5) Working Days.
- 11.6 If the Contractor accepts the variation notice then:
 - 11.6.1 The variation shall be effected at such time as may be agreed.
 - 11.6.2 Any costs associated with the variation shall be agreed between the Parties or, in the absence of agreement, may be referred to dispute resolution under clause 25.
 - 11.6.3 Notwithstanding that the cost of the variation shall not have been agreed, the variation shall be implemented by the Contractor.
- 11.7 If either: -
 - 11.7.1 Any matter in the previous sub-clause is not agreed within twenty eight (28) days of it first having arisen; or

- 11.7.2 The Contractor refuses to accept the proposal in the variation notice then either Party may refer the matter to dispute resolution.

12 INTELLECTUAL PROPERTY

- 12.1 All Intellectual Property Rights in any materials provided by the Authority to the Contractor for the purposes of the Contract shall remain the property of the Authority but the Authority hereby grants the Contractor a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Contract for the sole purpose of enabling the Contractor to perform its obligations under the Contract.
- 12.2 All Intellectual Property Rights in any materials (including the Deliverables) created or developed by the Contractor exclusively pursuant to the Contract or exclusively for the purposes of delivering the Services and/or the supply of the Goods under the Contract shall vest in the Authority and the Authority grants to the Contractor a royalty-free, irrevocable, non-exclusive licence (without a right to sub-licence) to use all Intellectual Property Rights falling within this clause 12.2 solely for the purpose of the provision of the Services and/or the supply of the Goods to the Authority. If, and to the extent, that any Intellectual Property Rights falling within this clause 12.2 vest in the Contractor by operation of Law, the Contractor hereby assigns to the Authority by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such Intellectual Property Rights all its Intellectual Property Rights in such materials (with full title guarantee and free from all third party rights).
- 12.3 All Intellectual Property Rights in any materials (including the Deliverables) created or developed by the Contractor and not falling within clause 12.2 shall vest in the Contractor. If, and to the extent, that any Intellectual Property Rights in such materials vest in the Authority by operation of Law, the Authority hereby assigns to the Contractor by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such Intellectual Property Rights all its Intellectual Property Rights in such materials (with full title guarantee and free from all third party rights).
- 12.4 In respect of Intellectual Property Rights other than those falling within clause 12.2 and including any third party Intellectual Property Rights that the Contractor licences for the purposes of the Services and/or the Goods, the Contractor hereby grants the Authority:
- 12.4.1 a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license including to the Secretary of State for Environment, Food and Rural Affairs) to use all Intellectual Property Rights in the materials (and Deliverables) created or developed pursuant to the Contract and any Intellectual Property Rights arising as a result of the provision of the Services and/or the supply of the Goods (that do not otherwise fall within clause 12.2); and
 - 12.4.2 a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:

- (i) any Intellectual Property Rights vested in or licensed to the Contractor on the Commencement Date in respect of the Services and/or the Goods; and
- (ii) any Intellectual Property Rights created during the Contract Period but which are neither created or developed pursuant to the Contract nor arise as a result of the provision of the Services and/or the supply of the Goods,

including any modifications to or derivative versions of any such Intellectual Property Rights, which the Authority reasonably requires in order to exercise its rights and take the benefit of the Contract including the Services provided and/or Goods supplied.

- 12.5 The Contractor shall indemnify, and keep indemnified, the Authority in full against all Losses awarded against or incurred or paid by the Authority as a result of or in connection with any claim made against the Authority for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the supply or use of the Services and/or the Goods.

13 STATUTORY REQUIREMENTS

Health and Safety

- 13.1 The Contractor shall comply with the requirements of the Health and Safety at Work Act 1974 so far as they apply to the provision of the Services and/or the supply of the Goods and throughout the Contract Period the Contractor shall have in place a health and safety policy which complies with all statutory requirements, and shall provide a copy of such policy to the Authority on request. The Contractor shall supply copies of all relevant risk assessments and method statements upon demand by the Authority. The Contractor shall notify the Authority immediately in the event of any incident occurring in the performance of its obligations under the Contract where that incident causes any personal injury or damage to property which could give rise to personal injury.

Data Protection

- 13.2 Each of the Parties undertakes to comply with their obligations under the Data Protection Legislation.

Access to information

- 13.3 The Contractor acknowledges that the Authority is subject to the provisions of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004.
- 13.4 Where the Authority receives a request for information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, the Contractor shall on request take all reasonable steps to assist the Authority (within such timescales as the Authority may request) in complying with the request in accordance with such legislation.

- 13.5 The Contractor acknowledges that the Authority may be required under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 to disclose Information (including commercially sensitive information) without consulting or obtaining consent from the Contractor. The Authority shall take reasonable steps to notify the Contractor of a request for information (in accordance with the Cabinet Office's Freedom of Information Code of Practice issued under section 45 of the Freedom of Information Act 2000) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in the Contract) the Authority shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004.
- 13.6 The Contractor shall not respond directly to a request for information unless authorised in writing to do so by the Authority. Where the Contractor receives a request for information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, then the Contractor shall forward such a request to the Authority within two Working Days of receipt.
- 13.7 Notwithstanding any other term of the Contract, the Contractor consents to the publication of the Contract in its entirety (including variations), subject only to the redaction of information that is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004 and/or Data Protection Legislation.
- 13.8 The Contractor acknowledges that the Authority is subject to the requirements of the Local Government Transparency Code 2015 (and any successor or replacement) and agrees that the Authority may disclose any information relating to the Services, the Goods and/or the Contract as may be required by that code.
- 13.9 The obligations set out in clauses 13.2 to 13.8 shall remain in force notwithstanding the expiry or termination of the Contract.

Human Rights Act and Other Legislation

- 13.10 The Contractor shall comply with all other relevant Laws relating to the Services including (but without limitation) the Human Rights Act 1998. For the avoidance of doubt, it should be noted that as the Services comprise a function of a public nature the Contractor constitutes a public authority within the meaning of Section 6(3) of the Act.

New Legislation

- 13.11 Without prejudice to the above clauses, where a Change in Law is enacted during the Contract Period which has the effect of changing the manner in which the Services or any part of it is to be provided and/or the Goods are supplied the Contractor shall ensure that:
- 13.11.1 the Authorised Officer is informed of the nature and effect of such Change in Law and the changes necessitated by it in the Services and/or the Goods;

- 13.11.2 the Services and/or the Goods are provided in accordance with such Change in Law without any variation to the Contract Charges. For the avoidance of doubt, a Change in Law does not result in a right of the Contractor to change in the Contract Charges.

Rights of Third Parties

- 13.12 A person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of the Contract.

Equality and Diversity

- 13.13 The Contractor shall

- 13.13.1 perform its obligation under the Contract (including those in relation to the Services and/or the supply of the Goods) in accordance with:
- (a) All applicable equality Law;
 - (b) The Authority's Equality Diversity & Inclusion Policy as provided to the Contractor from time to time; and
 - (c) Any other requirements and instructions which the Authority reasonably imposes in connection with any equality obligations imposed on the Authority at any time under applicable equality Law; and
- 13.13.2 take all necessary steps, and inform the Authority of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality & Human Rights Commission.

Confidentiality

- 13.14 The Contractor shall keep confidential all information obtained from the Authority or through its provision of the Services and/or the supply of the Goods (which shall be deemed to be Confidential Information).
- 13.15 Subject to clauses 13.3 to 13.9, the Authority shall keep confidential all Confidential Information provided to it by the Contractor.
- 13.16 The provisions of clauses 13.14 and 13.15 shall not apply to any information which:
- 13.16.1 is or becomes public knowledge (otherwise than by a breach of this clause);
 - 13.16.2 was in the possession of the Party concerned without restriction as to its disclosure before receiving it from the other Party;

- 13.16.3 is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
 - 13.16.4 which a Party is required to disclose by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable Law, including the Freedom of Information Act 2000, the Environmental Information Regulations 2004 and/or the Local Government Transparency Code 2015;
 - 13.16.5 which a Party can demonstrate was lawfully in its possession prior to receipt from the other Party; or
 - 13.16.6 which is disclosed by the Authority on a confidential basis to any central government or regulatory body or where the Authority is required to disclose that information under the Grant Agreement.
- 13.17 Nothing in this clause shall prevent the Authority or the Contractor from disclosing information under or in accordance with any legal requirement, or in accordance with any lawful requirements made by the Authority or by any regulatory body or inspectorate established by law.
- 13.18 The Contractor shall ensure that all the Contractor's staff engaged in the provision of the Services or otherwise with access to information relating to the Services will abide by this confidentiality clause.
- 13.19 Each Party shall notify the disclosing Party immediately if it comes to its notice that any Confidential Information has been or potentially may be improperly disclosed or misused.
- 13.20 Clauses 13.14 to 13.19 shall survive the expiry or termination of the Contract for a period of five (5) years.

14 NO AGENCY OR PARTNERSHIP

- 14.1 At all times during the Contract Period the Contractor shall be an independent contractor and nothing in the Contract shall create a contract of employment, a relationship of agency or partnership or a joint venture between the Parties and accordingly neither Party shall be authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the terms of the Contract.

15 INDEMNITY AND INSURANCE

- 15.1 The Contractor shall indemnify and hold harmless the Authority against all Losses arising out of or in connection with the delivery of the Services and/or the supply of the Goods including the injury to, or death of, any person, and loss of, or damage to, any property, real or personal which is attributable to the negligent act or default of the Contractor in connection with the delivery of the Services and/or the supply of the Goods provided always that this indemnity shall apply

except insofar as Losses incurred by the Authority are directly caused (or directly arise) from the negligence or breach of the Contract by the Authority.

- 15.2 The Contractor shall take out and maintain public liability insurance against its liabilities under clause 15.1 for the minimum sum of £5 million in respect of any one incident and unlimited in aggregate.
- 15.3 The Contractor must take out and maintain employer's liability insurance in a minimum amount for each and every claim, act or occurrence or series of claims, acts or occurrences which complies with statutory requirements (which at the date of the Contract is £10 million).
- 15.4 The Contractor must have professional indemnity insurance in an amount of £2 million for each and every claim, act or occurrence or series of claims, acts or occurrences which is sufficient to cover its liabilities under the Contract.
- 15.5 The Contractor shall maintain such insurances for a period of six (6) years after the end of the Contract. The Contractor shall supply to the Authority on request copies of all insurance policies, cover notes, premium receipts and other documents necessary to establish compliance with clauses 15.2 – 4 inclusive. This clause 15 shall survive the termination or expiry of the Contract.
- 15.6 If, for whatever reason, the Contractor fails to give effect to and maintain the insurances required by the Contract, the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Contractor.
- 15.7 The terms of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under the Contract.

16 USE OF AUTHORITY PREMISES AND ASSETS

- 16.1 The Authority shall provide the Contractor with such accommodation and facilities in the Authority's premises as is specified in the Specification or which is otherwise agreed by the Parties from time to time. The Authority shall make available the Authority assets (if any) detailed in the Specification to the Contractor for the purposes of delivering the Services and/or supplying the Goods.
- 16.2 The Contractor shall not carry out any work at any premises owned or occupied by the Authority (including any premises leased by the Authority to the Contractor) other than the Services, or acts incidental to it.
- 16.3 The Contractor shall ensure that:
 - 16.3.1 Authority premises are accessed in accordance with clause 17;
 - 16.3.2 any Authority assets used by the Contractor are maintained (or restored at the end of the Contract Period) in the same or similar condition as at the Commencement Date (fair wear and tear excepted) and are not removed from Authority premises unless

expressly permitted under the Contract or by the Authorised Representative; and

16.3.3 any Authority assets are used with all reasonable care and skill and in accordance with any manufacturer guidelines or instructions.

16.4 The Authority shall maintain and repair the Authority assets, however, where such maintenance or repair arises directly from the act, omission, default or negligence of the Contractor or its representatives (fair wear and tear excluded) the costs incurred by the Authority in maintaining and repairing the same shall be recoverable from the Contractor as a debt.

16.5 The Contractor shall notify the Authority immediately on becoming aware of any damage caused by the Contractor, its agents, employees or sub-contractors to any property of the Authority, to any of the Authority's premises or to any property of any other person in the course of providing the Services and/or supplying the Goods.

17 SECURITY

17.1 The Contractor shall comply with the Authority's security procedures at Authority premises used or occupied by the Contractor in connection with the delivery of the Services and/or the supply of the Goods.

17.2 The Contractor shall use its best endeavours to ensure that access to any such premises is restricted to its staff and essential visitors.

17.3 The Contractor shall issue to its staff who have access to any relevant premises security passes in such form as the Authority may require.

17.4 The Contractor shall be responsible for the safekeeping of any keys, passes and other means of access provided by the Authority and shall only permit them to be given to the staff whose names and addresses have been supplied to the Authority and then only to the extent required for the purposes of providing the Services and/or supplying the Goods. The Contractor shall ensure that the Authorised Officer is informed immediately of the loss of any keys, passes and other means of access and shall pay the cost of replacement and/or any reasonable security measures implemented as a result of such loss.

18 PAYMENT

18.1 The Authority will pay the Contract Charges in monthly payments in arrears. Such payment shall be made by BACS wherever possible. The Contract Charges are fixed unless otherwise agreed in writing between the Parties.

18.2 Invoices shall be sent electronically by email (or such other electronic form including an invoicing portal as the Authority may specify from time to time) and shall be in such form as may be agreed between the Authority and the Contractor and the Authority will pay the invoices within thirty (30) days of receipt of an

undisputed invoice. An invoice shall be deemed to be undisputed where the Authority has not raised any dispute within seven (7) days of receipt.

- 18.3 The Authority reserves the right to vary its invoicing policy at any time. Any expenses of the Contractor involved in the submission of electronic invoices shall be met by the Contractor.
- 18.4 Where any Party disputes any sum to be paid by it then a payment equal to the sum not in dispute shall be paid and the dispute as to the sum that remains unpaid shall be determined in accordance with clause 25. Provided that the sum has been disputed in good faith, interest due on any sums in dispute shall not accrue until thirty (30) days after resolution of the dispute between the Parties.
- 18.5 Subject to clause 18.4, interest shall be payable on the late payment of any undisputed Contract Charges properly invoiced under the Contract in accordance with clause 19. The Contractor shall not suspend the supply of the Services and/or the Goods if any payment is overdue unless it is entitled to terminate the Contract under clause 26.7 for failure to pay undisputed Contract Charges.
- 18.6 The Contractor shall maintain complete and accurate records of, and supporting documentation for, all amounts which may be chargeable to the Authority pursuant to the Contract. Such records shall be retained for inspection by the Authority for six (6) years from the end of the calendar year to which the records relate.
- 18.7 Notwithstanding any other provision of this clause, the Authority may at any time, set off any liability of the Contractor to the Authority against any liability of the Authority to the Contractor, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. Any exercise by the Authority of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.

19 INTEREST

- 19.1 Each party shall pay interest on any sum due under the Contract, calculated as follows:
 - 19.1.1 Rate. four percent (4%) a year above the Bank of England's base rate from time to time, but at four percent (4%) a year for any period when that base rate is below zero percent (0%).
 - 19.1.2 Period. From when the overdue sum became due, until it is paid.

20 VAT

- 20.1 The Authority shall be liable to pay to the Contractor such Value Added Tax as may be properly chargeable on the Contractor in respect of the supply of the Services and/or the Goods to the Authority (except to the extent that any such Value Added Tax or related penalties are chargeable because of the breach by the Contractor of the relevant statutory provisions). Payment of VAT shall be subject to the production of a valid VAT invoice. The Contract Charges are

stated exclusive of any applicable VAT unless expressly stated otherwise in the Quotation.

21 ASSIGNMENT AND SUB-CONTRACTING

21.1 The Authority shall only assign the Contract when required by or in consequence of a statutory provision (which for the avoidance of doubt shall include to any statutory successor).

21.2 The Contractor shall not:

21.2.1 assign the Contract in whole or in part; or

21.2.2 sub-contract the provision of the Services and/or the supply of the Goods in whole or in part

without the previous written consent of the Authorised Officer which shall not relieve the Contractor from any liability under the Contract. The Contractor shall be responsible for the acts, defaults or neglect of any sub-contractors, as if they were the acts, defaults or neglect of the Contractor.

21.3 Where the Contractor enters into a sub-contract with a supplier or contractor for the purpose of performing its obligations under the Contract, it shall:

21.3.1 ensure that a provision is included in such a sub-contract which requires payment to be made of all sums due by the Contractor to the sub-contractor within a specified period not exceeding thirty (30) days from the receipt of a valid invoice.

21.3.2 provide a copy, at no charge to the Authority, of any such sub-contract on receipt of a request for such by the Authorised Representative.

22 LEGAL PROCEEDINGS

22.1 The Contractor shall notify the Authorised Officer of any accident, damage, claim or breach of any statutory provision relating to the Services and/or the supply of the Goods as soon as reasonably possible after becoming aware of such matter.

22.2 If required by the Authorised Officer, the Contractor shall provide relevant information and assistance in connection with any legal inquiry, arbitration, court proceedings or internal disciplinary proceedings relating to the Services and/or the supply of the Goods and if required shall give evidence in such inquiries or proceedings or hearings.

23 LOCAL GOVERNMENT & SOCIAL CARE OMBUDSMAN

23.1 The Contractor should note that if a complaint is made to the Authority by a third party relating to the Service, the Local Government & Social Care Ombudsman has the power to investigate such a complaint and the Authority requires the Contractor fully to co-operate in such an investigation. If the Authority is found

guilty of maladministration or injustice by the Local Government & Social Care Ombudsman because of the act or default of the Contractor the Contractor shall indemnify the Authority in respect of the Losses arising from such maladministration or injustice.

24 BEST VALUE

24.1 In accordance with Part 1 of the Local Government Act 1999 the Authority may from time to time review the Services and/or the supply of the Goods in pursuance of the Authority's wide commitment to continuing Service improvement, having regard to a combination of economy, efficiency and effectiveness and the Contractor shall:

24.1.1 participate in and fully co-operate with such reviews; and

24.1.2 provide such assistance and information including, but without limitation, accounting and other record books, business plans, quality assurance, service records and service plans as may be reasonably required by the Authority in relation to the Service.

25 DISPUTE RESOLUTION

25.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract and such efforts shall involve the escalation of the dispute to the Authorised Officer and Contract Manager respectively.

25.2 If the dispute cannot be resolved by the Authorised Officer and Contract Manager within fourteen (14) days of being escalated as referred to in clause 25.1, the dispute may be referred to a senior member of each Party (the **Senior Representatives**).

25.3 If the dispute cannot be resolved by the Senior Representatives within fourteen (14) days of being escalated as referred to in clause 25.2, the Parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator shall be nominated by CEDR. To initiate the mediation, a Party must serve notice in writing (**ADR notice**) to the other Party, requesting a mediation. A copy of the ADR notice should be sent to CEDR. The mediation will start not later than thirty days after the date of the ADR notice.

25.4 No party may commence any court or arbitration proceedings in relation to the whole or part of the dispute until forty-five (45) days after service of the ADR notice, provided that the right to issue proceedings is not prejudiced by a delay.

25.5 If the dispute is not resolved within fourteen (14) days of the commencement of the mediation (or such longer period as may be agreed by the Parties) or the mediation terminates before the expiration of the said period of fourteen days, the dispute may be finalised through the courts.

26 TERMINATION

26.1 If the Contractor:

- 26.1.1 has offered any gift or consideration of any kind as an inducement or disincentive for doing anything in respect of the Contract or any other contract with the Authority; or
- 26.1.2 committed any Prohibited Act; or
- 26.1.3 has made any material misrepresentation in its Quotation or any other document leading to the execution of the Contract; or
- 26.1.4 the Contractor being an individual, any of the circumstances listed in clause 26.2 apply to the Contractor; or
- 26.1.5 the Contractor being a company, any of the circumstances listed in clause 26.3 apply to the Contractor; or
- 26.1.6 the Contractor being a partnership, any of the circumstances listed in clause 26.4 apply to the Contractor; or
- 26.1.7 is in persistent and/or material breach of contract (by failure to achieve the Contract Standards or otherwise); or
- 26.1.8 grounds for termination under Special Condition 1 have arisen,

the Authority may terminate the Contract immediately by notice in writing and may recover its losses resulting from such termination under clause 26.5 below. The Authority may also terminate the Contract immediately by notice in writing and recover its losses resulting from such termination under clause 26.5 where it considers that any of the circumstances set out in Regulation 73, Public Contracts Regulations 2015 has arisen.

26.2 The circumstances referred to in clause 26.1.4 are:

- 26.2.1 an application for an interim order is made pursuant to sections 252 – 253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, the Contractor's creditors; or
- 26.2.2 a petition is presented and not dismissed within fourteen (14) days or order made for the Contractor's bankruptcy; or
- 26.2.3 a receiver or similar officer is appointed over the whole or any part of the Contractor's assets or any person becomes entitled to appoint a receiver or similar officer over the whole or any part of his assets; or
- 26.2.4 the Contractor is unable to pay his debts or has no reasonable prospect of doing so, in either case within the meaning of Section 268 of the Insolvency Act 1986; or

- 26.2.5 a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against the whole or any part of the Contractor's assets and such attachment or process is not discharged within fourteen (14) days; or
- 26.2.6 he dies, or is adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Capacity Act 2005; or
- 26.2.7 he suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business.

26.3 The circumstances referred to in Clause 26.1.5 are:

- 26.3.1 a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or
- 26.3.2 a shareholders meeting is convened for the purpose of considering a resolution that it be wound up, or a resolution for its winding up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or
- 26.3.3 a petition is presented for its winding up (which is not dismissed within fourteen (14) days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to Section 98 of the Insolvency Act 1986; or
- 26.3.4 a receiver, administrative receiver, or similar officer is appointed over the whole or any part of its business or assets; or
- 26.3.5 an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or
- 26.3.6 it is or becomes insolvent within the meaning of Section 123 of the Insolvency Act 1986; or
- 26.3.7 being a "small company" within the meaning of section 247(3) of the Companies Act 1985, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
- 26.3.8 any event similar to those listed at 26.3.1 to 26.3.7 above occurs under the law of any other jurisdiction.

26.4 The circumstances referred to in clause 26.1.6 are:

- 26.4.1 a receiver or similar officer is appointed over the whole or any part of the Contractor's assets or any person becomes entitled to

appoint a receiver or similar officer over the whole or any part of the Contractor's assets; or

- 26.4.2 the relevant regulatory body decides to intervene in the Contractor's business; or
- 26.4.3 the Contractor suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
- 26.4.4 a receiver, administrative receiver, or similar officer is appointed over the whole or any part of its business or assets; or
- 26.4.5 a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or
- 26.4.6 a petition is presented to the competent court for its winding up or compulsory liquidation (which is not dismissed within fourteen (14) days of its service); or
- 26.4.7 the partnership determines to go into a creditors voluntary liquidation; or
- 26.4.8 Insolvency proceedings are commenced in respect of the partnership.

26.5 If the Contract is terminated under clause 26.1, the Authority shall:

- 26.5.1 cease to be under any obligation to pay the Contract Charges until the costs of the termination have been calculated, and provided such calculation then shows an amount due to the Contractor;
- 26.5.2 be entitled to reoccupy any premises and any other resources licensed or leased to the Contractor in connection with the Contract;
- 26.5.3 be entitled to use an alternative contractor to provide the Services and/or supply the Goods or to provide them itself;
- 26.5.4 be entitled, in respect of any costs directly resulting from the termination of the Contract, to deduct them from any amount which would have been due to the Contractor under this or any other contract with the Contractor, or to recover them from the Contractor as a debt. Such costs shall include the reasonable costs of the Authority in terminating the Contract and making alternative arrangements for the Services and/or the supply of the Goods and any additional expenditure incurred by the Authority in relation to the provision of the Services and/or the supply of the Goods throughout the remainder of the Contract Period (the Authority taking all reasonable steps to mitigate such additional expenditure);

- 26.5.5 when the total costs, resulting from the termination of the Contract have been calculated and after taking into account any deduction made by the Authority from any sum which would (but for clause 23.5.1 above) have been due to the Contractor, be entitled to any balance due to the Authority which shall be recoverable as a debt, or alternatively the Authority, subject to clause 27, shall pay to the Contractor any balance due.
- 26.6 Without affecting any other right or remedy available to it, the Contract may be terminated in accordance with Special Condition 3 and/or clause 28.
- 26.7 The Contractor may terminate the Contract where any element of the Contract Charges which has not been disputed by the Authority remains unpaid past its due date for a period of sixty (60) days provided that the Contractor has following the expiry of that sixty (60) day period given the Authority not less than thirty (30) days' notice that the Contract shall terminate unless payment is made within that thirty (30) day period. Where payment is made in that period then the Contractor shall not have the right to terminate.
- 26.8 The rights of the Authority under this clause are in addition to and without prejudice to any other rights or remedies the Authority may have whether against the Contractor directly or pursuant to any guarantee or indemnity. Subject to the foregoing provisions of this clause, termination of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract prior to termination.
- 26.9 Upon the expiry or termination of the Contract for any reason,
- 26.9.1 the Contractor shall immediately return to the Authority all property (including Intellectual Property Rights and Authority assets) belonging to the Authority and all confidential information and personal data which has come into the possession of or has been produced by the Contractor in connection with its provision of the Service;
- 26.9.2 the Contractor will co-operate with the Authority to ensure an orderly end to the provision of the Services or transition to the provision of the Services by the Authority or by another contractor (as the case may be);
- 26.9.3 the Contractor shall deliver up to the Authority all Deliverables in existence at the date of expiry or termination and any Records required by the Authority; and
- 26.9.4 the Authority shall on reasonable notice provide the Contractor with such access as the Contractor reasonably requires to the Authority's premises to remove any of the Contractor's equipment. All such equipment shall be promptly removed by the Contractor.

27 RECOVERY OF SUMS DUE TO THE AUTHORITY

- 27.1 If any amount is payable by the Contractor to the Authority it may be deducted from the Contract Charges or any amount payable under any other contract with the Authority.

28 FORCE MAJEURE

- 28.1 In this clause 28, "**Force Majeure**" means any event or occurrence which is outside the reasonable control of the Party concerned and which is not attributable to any act or failure to take preventative action by that Party, including epidemic or pandemic; fire; flood; violent storm; pestilence; explosion; malicious damage; armed conflict; acts of terrorism; nuclear, biological or chemical warfare; or any other disaster, natural or man-made, but excluding:

28.1.1 any industrial action occurring within the Contractor's or any sub-contractor's organisation; or

28.1.2 the failure by any sub-contractor to perform its obligations under any sub-contract (unless itself due to Force Majeure).

- 28.2 Neither Party shall be liable to the other for any delay in performing, or failure to perform, its obligations under the Contract to the extent that such delay or failure is a result of Force Majeure. Each Party shall use all reasonable endeavours to perform its obligations under the Contract for the duration of a Force Majeure event, but if either Party is substantially prevented from performing its obligations under the Contract for a period of three (3) months then that Party may terminate the Contract with immediate effect by notice in writing.

- 28.3 If either Party becomes aware of a Force Majeure event, or the likelihood of a future Force Majeure event, it shall immediately notify the other Party in writing, and the Parties shall thereupon co-operate to seek to avoid the occurrence, impact, or consequences of the event.

29 NOTICES

- 29.1 Any notice given to a Party under or in connection with the Contract shall be in writing marked for the attention of the Authorised Officer or the Contract Manager (as appropriate) and shall be

29.1.1 delivered by hand or by pre-paid first class post or other next Working Day delivery service at its registered address (if a company) or its principal place of business (in any other case); or

29.1.2 sent by email to the following two addresses for each Party (as may be substituted in writing by the Party to be served):

(a) [the Authority] and [the Authority]; and

(b) [the Contractor] and [the Contractor]

- 29.2 Any notice shall be deemed to have been received:

- 29.2.1 if delivered by hand, at the time the notice is left at the proper address;
 - 29.2.2 if sent by pre-paid first class post or other next Working Day delivery service, at 9.00am on the second Working Day after posting; or
 - 29.2.3 if sent by email, at the time of transmission, or if this time falls outside working hours (9.00am to 5.00pm on a Working Day) in the place of receipt, when working hours resume provided that the Party giving notice has sent the email to both recipient email addresses for the Party received the notice and has received a transmission (delivery) receipt and a read receipt from both addresses.
- 29.3 The provisions of this clause 29 do not apply to the service of proceedings.

30 WAIVER

- 30.1 The failure of either Party to insist upon strict performance of any provision of the Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Contract. No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing. A waiver of any right or remedy arising from a breach of the Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.

31 SEVERABILITY

- 31.1 If any provision of the Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of the Contract shall continue in full force and effect as if the Contract had been executed with the invalid, illegal or unenforceable provision eliminated.

32 COUNTERPARTS

- 32.1 The Contract may be executed in any number of counterparts or duplicates each of which shall be an original but such counterparts or duplicates shall together constitute one and the same agreement.

SCHEDULE 1 – SPECIAL CONDITIONS

Special Condition 1 – Default

- 1 If the Contractor has defaulted in the provision of the Services and/or the supply of the Goods (whether through failure to adhere to the Contract Standards or otherwise) and the Authority has either suffered a Loss in consequence and/or the reputation of the Authority has been, or is likely to be, adversely affected then the Authority may, without prejudice to any other remedy available to it, either:
 - 1.1 make such deduction from the Contract Charges (if payable) as the Authority may reasonably determine by way of compensation; or
 - 1.2 without terminating the Contract, itself provide or arrange for the provision of the Services and/or the supply of the Goods or any part of it until such time as the Contractor has satisfied the Authority that the Contractor is able to provide the Services and/or supply the Goods or the relevant part of it to the Contract Standard and during such period the Contractor's provision of the Services and/or the supply of the Goods in whole or in part shall be suspended; or
 - 1.3 without terminating the whole of the Contract determine the Contract in respect of part of the Services and/or the supply of the Goods and provide or arrange to be provided such part of the Services and/or Goods itself or by a third party; or
 - 1.4 determine the whole Contract.
- 2 The Authority may charge the Contractor any cost reasonably incurred by it together with any reasonable administration costs in respect of the provision of the Services and/or the supply of the Goods in whole or in part by itself or by a third party to the extent that such costs exceed the relevant Contract Charges.
- 3 Where the failure to reach the Contract Standard is capable of remedy by the Contractor then the Authority may require the Contractor at its own cost to remedy the failure with such timescale as is set by the Authority (such timescale to be reasonable in all of the circumstances) and for the avoidance of doubt a failure to perform includes a failure to remedy.
- 4 The remedies in this Special Condition may be exercised successively in respect of separate failures by the Contractor.

Special Condition 2 – Option to Extend

- 1 At any time before 31st March 2028 the Authority may agree with the Contractor to continue to provide the Services and/or supply the Goods for a further term of two (2) years commencing on 1st April 2028.

- 2 If the Authority wishes to extend the Contract, it shall give the Contractor at least two [2] months' written notice of such intention before the Expiry Date.
- 3 The Contractor shall continue to provide the Services and/or supply the Goods on the terms of the Contract (except for this option to extend) for the term(s) specified.

Special Condition 3 – Break Clause

- 1 At any time before 31st March 2028 [either] the Authority [or the Contractor] may give not less than six [6] months written notice to the [Contractor] [other] to terminate the Contract on 31 March 2028. No reason need be given for such notice.

Special Condition 4 – DBS Checking – Not Applicable

Special Condition 5 – Sustainability

- 1 In providing the Services and/or supplying the Goods the Contractor shall meet any sustainability requirements set out in the Specification.
- 2 The Contractor shall comply with the provisions of its environmental policy in relation to the provisions of the Services and such environmental requirements, as notified to the Contractor in writing (including through the Specification).
- 3 The Authority shall monitor compliance with this clause and the provisions of clause 5.4 will apply.
- 4 Throughout the Contract Period the Contractor shall use all reasonable endeavours to reduce any negative impact on the environment caused by the Services and/or the supply of the Goods. If during the Contract Period the Contractor wishes to change any of the materials, technologies or working practices used in connection with the Services and/or the supply of the Goods, the Contractor must notify the Authority detailing the changes, any possible impact on the Contract Charges or the Contract Standards and must also include an evaluation of the environmental impact of the proposed changes. If the Authority agrees to the variation the Contractor shall implement the changes in accordance with the Contract.

Special Condition 6 – TUPE

1.0 TUPE

1.1 The Authority and the Contractor agree that the following events:

- 1.1.1 the provision of the Services by the Contractor from the Commencement Date; and
- 1.1.2 where the identity of a provider (including the Authority) of any service which constitutes or which will constitute one of the

Services is changed whether in anticipation of changes pursuant to this Contract or not;

may constitute a Relevant Transfer and, if there is a Relevant Transfer, that the contracts of employment of any Relevant Employees shall have effect (subject to Regulation 4(7) of TUPE) thereafter as if originally made between those employees and the new provider except insofar as such contracts relate to those parts of an occupational pension scheme relating to the old age, invalidity and survivors' benefits. For the avoidance of doubt, the Authority does not give any warranties, indemnities or representations as to whether TUPE applies to the provision of the Service

- 1.2 The Authority shall comply with its obligations under TUPE in respect of each Relevant Transfer pursuant to this Contract and the Contractor shall comply and shall procure that each Sub-Contractor shall comply with its obligations (including without limitation the obligation under Regulation 13(4) of TUPE) in respect of each Relevant Transfer pursuant to this Contract and each of the Authority and the Contractor shall indemnify the other against any Direct Losses sustained as a result of any breach of this clause 1.2 by the party in default SAVE THAT there shall be no obligation on the Authority to indemnify the Contractor for any breach by the Authority of its obligations under Regulation 13 of TUPE, or any award of compensation under Regulation 15 where such failure arises from the failure of the Contractor or any Sub-Contractor to comply with its or their duties under Regulation 13 of TUPE.
- 1.3 The Authority shall be responsible for all remuneration, benefits, entitlements and outgoings in respect of the Transferring Employees, including without limitation all wages, holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions, pension contributions and otherwise, up to the Service Transfer Date.
- 1.4 The Contractor shall be responsible or shall procure that any relevant Sub-Contractor is responsible for all remuneration, benefits, entitlements and outgoings in respect of the Relevant Employees and any other person who is or will be employed or engaged by the Contractor or any Sub-Contractor in connection with the provision of any of the Services, including without limitation all wages, holiday pay, bonuses, commission, payment of PAYE, national insurance contributions, pension contributions and otherwise, from and including the Service Transfer Date.
- 1.5 The Authority shall and shall procure if it has the contractual or legal powers to do so and shall otherwise use all reasonable endeavours to procure that every relevant Third Party Contractor shall supply to the Contractor no later than five (5) Business Days prior to the Service Transfer Date true copies of its union recognition agreement(s) and the Contractor shall and shall procure that each and every Sub-Contractor shall in accordance with TUPE recognise the trade unions representing Relevant Employees (as relevant to each Sub-Contractor) after the transfer to the same extent as they were recognised by the Authority or the relevant Third Party Contractor before the Commencement Date.

- 1.6 The Authority has supplied to the Contractor information, as at the date of this Contract, regarding the identity, number, age, sex, length of service, job title, grade and terms and conditions of employment of and other matters affecting each of those employees of the Authority and of any Third Party Contractor who it is expected, if they remain in the employment of the Authority or of the Third Party Contractor as the case may be until immediately before the Commencement Date, would be Relevant Employees but the Authority gives no warranty as to the accuracy or completeness of this information.
- 1.7 The Authority shall or shall procure if it has the contractual or legal powers to do so and shall otherwise use all reasonable endeavours to procure that every relevant Third Party Contractor shall:
- 1.7.1 provide the Employee Liability Information to the Contractor at such time or times as are required by TUPE; and
 - 1.7.2 update the Employee Liability Information to take account of any changes as required by TUPE.

The Authority gives and shall give no warranty as to the accuracy or completeness of the Employee Liability Information supplied by the Authority or any of its Third Party Contractors.

- 1.8 The Authority shall and the Contractor shall and shall procure that each and every Sub-Contractor shall take all reasonable steps, including co-operation with reasonable requests for information, to ensure that each and every Relevant Transfer pursuant to this Contract takes place smoothly with the least possible disruption to the services of the Authority including the Services and to the employees who transfer.
- 1.9 The Contractor shall procure that, on each occasion on which the identity of a Sub-Contractor changes pursuant to this Contract, in the event that there is a Relevant Transfer, the new Sub-Contractor shall in accordance with TUPE recognise the trade unions representing the employees whose contracts of employment transfer to the new Sub-Contractor to the same extent as they were recognised before the change of identity of the Sub-Contractor in respect of the provision of the Services at the Authority's premises.
- 1.10 The Authority shall indemnify and keep indemnified in full the Contractor (for itself and for the benefit of each relevant Sub-Contractor) against all Direct Losses incurred by the Contractor or any relevant Sub-Contractor in connection with or as a result of:
- 1.10.1 a breach by the Authority of its obligations under clause 1.3 above;
 - 1.10.2 subject to clause 1.11 any claim or demand by any Transferring Employee arising out of the employment of any Transferring Employee provided that this arises from any act, fault or omission of the Authority in relation to any Transferring Employee prior to

the date of the Relevant Transfer (save where such act, fault or omission arises as a result of the Contractor's or any relevant Sub-Contractor's failure to comply with Regulation 13 of TUPE).

1.11 Where any liability in relation to any Transferring Employee, in respect of his or her employment by the Authority or its termination which transfers in whole or part in accordance with TUPE arises partly as a result of any act or omission occurring on or before the Commencement Date and partly as a result of any act or omission occurring after the Commencement Date, the Authority shall indemnify and keep indemnified in full the Contractor or the relevant Sub-Contractor against only such part of the Direct Losses sustained by the Contractor or any Sub-Contractor in consequence of the liability as is reasonably attributable to the act or omission occurring before the Commencement Date.

1.12 The indemnities contained in clause 1.10 shall apply as if references in that clause to any Transferring Employee also included a reference to any Relevant Employee and references to any act, fault or omission of the Authority also included a reference to the relevant Third Party Contractor employer of the Relevant Employee prior to the Commencement Date to the extent that the Authority recovers any sum in respect of the subject matter of those indemnities from such Third Party Contractor under any indemnity or other legal entitlement it has against such Third Party Contractor. The Authority will use all reasonable endeavours to recover any such sums under any such entitlement as mentioned in this clause 1.12.

1.13 The Contractor shall indemnify and keep indemnified in full the Authority, and at the Authority's request each and every Future Contractor against:

1.13.1 all Direct Losses incurred by the Authority or any Future Contractor in connection with or as a result of any claim or demand against the Authority or any Future Contractor by any person who is or has been employed or engaged by the Contractor or any Sub-Contractor in connection with the provision of any of the Services where such claim arises as a result of any act, fault or omission of the Contractor and/or any Sub-Contractor after the Commencement Date;

1.13.2 all Direct Losses incurred by the Authority or any Future Contractor in connection with or as a result of a breach by the Contractor of its obligations under clause 1.4 above; and

1.13.3 all Direct Losses incurred by the Authority or any Future Contractor in connection with or as a result of any claim by any trade union or staff association or employee representative (whether or not recognised by the Contractor and/or the relevant Sub-Contractor in respect of all or any of the Relevant Employees) arising from or connected with any failure by the Contractor and/or any Sub-Contractor to comply with any legal obligation to such trade union, staff association or other employee representative whether under Regulations 13 or 14 of TUPE or any award of

compensation under Regulation 15 of TUPE or otherwise and, whether any such claim arises or has its origin before or after the date of the Commencement Date.

1.14 The Contractor shall indemnify and keep indemnified in full the Authority, against all Direct Losses incurred by the Authority in connection with or as a result of:

1.14.1 the change of identity of employer occurring by virtue of TUPE to the Contractor or the relevant Sub-Contractor being significant and detrimental to any of the Relevant Employees or to any person who would have been a Relevant Employee but for their resignation (or decision to treat their employment as terminated under Regulation 4(9) of TUPE) on or before the Commencement Date as a result of the change in employer and whether such claim arises before or after the Commencement Date;

1.14.2 any proposed or actual change by the Contractor or any Sub-Contractor to the Relevant Employees' working conditions, terms or conditions or any proposed measures of the Contractor or the relevant Sub-Contractor which are to any of the Relevant Employee's material detriment or to the material detriment of any person who would have been a Relevant Employee but for their resignation (or decision to treat their employment as terminated under Regulation 4(9) of TUPE) on or before the Commencement Date as a result of any such proposed changes or measures and whether such claim arises before or after the Commencement Date; and

1.14.3 any claim arising out of any misrepresentation or mis-statement whether negligent or otherwise made by the Contractor or Sub-Contractor to the Relevant Employees or their representatives whether before on or after the Commencement Date and whether liability for any such claim arises before on or after the Commencement Date.

1.15 The Contractor shall immediately upon request by the Authority provide to the Authority details of any measures which the Contractor or any Sub-Contractor envisages it or they will take in relation to any employees who are or who will be the subject of a Relevant Transfer, and if there are no measures, confirmation of that fact, and shall indemnify the Authority against all Direct Losses resulting from any failure by the Contractor to comply with this obligation.

1.16 The Contractor shall (and shall procure that any Sub-Contractor shall) within the period of twelve (12) months immediately preceding the expiry of this Contract or following the service of a notice under clause 22 (Termination of Contract) or as a consequence of the Authority notifying the Contractor of its intention to retender this Contract:

- 1.16.1 on receiving a request from the Authority promptly and at no cost to the Authority provide the Retendering Information in respect of any Assigned Employees;
 - 1.16.2 notify the Authority in writing of any material changes to the Retendering Information promptly as and when such changes arise;
 - 1.16.3 be precluded from making any material increase or decrease in the numbers of Assigned Employees;
 - 1.16.4 be precluded from making any increase in the remuneration or other change in the terms and conditions of the Assigned Employees other than in the ordinary course of business and with the Authority's prior written consent; and
 - 1.16.5 be precluded from transferring any of the Assigned Employees to another part of its business or moving other employees from elsewhere in its or their business who have not previously been employed or engaged in providing the Services to provide the Services save with the Authority's prior written consent; and
 - 1.16.6 provide the Authority with any information requested (including the terms and conditions of any Assigned Employees) which is necessary for the Authority to monitor compliance with this clause.
- 1.17 The Contractor shall provide and shall procure that any Sub-Contractor shall provide the Employee Liability Information to the Authority at such time or times as are required by TUPE and shall warrant at the time of providing such Employee Liability Information, that such information will be updated to take account of any changes to such information as is required by TUPE.
- 1.18 The Contractor shall and shall keep indemnified in full the Authority and at the Authority's request any Future Contractor against all Direct Losses arising from any claim by any party as a result of the Contractor or Sub-Contractor failing to provide or promptly to provide the Authority and/or any Future Contractor where requested by the Authority with any Retendering Information and/or Employee Liability Information or to provide full Retendering Information and/or Employee Liability Information or as a result of any material inaccuracy in or omission from the Retendering Information and/or Employee Liability Information provided that this indemnity shall not apply in respect of the Retendering Information to the extent that such information was originally provided to the Contractor by the Authority and was materially inaccurate or incomplete when originally provided.
- 1.19 On the expiry or earlier termination of this Contract, the Authority and the Contractor agree that it is their intention that TUPE shall apply in respect of the provision thereafter of any service equivalent to a Service but the position shall be determined in accordance with the Law at the date of expiry or termination as the case may be and this clause is without prejudice to such determination.

1.20 Upon expiry or termination of this Contract for whatever reason (such date being termed the "Return Date"), the provisions of this clause 1.20 will apply:

1.20.1 The Contractor shall or shall procure that all wages, salaries and other benefits of the Returning Employees and other employees or former employees of the Contractor or the Sub-Contractors (who had been engaged in the provision of the Services) and all PAYE tax deductions, pension contributions and national insurance contributions relating thereto in respect of the employment of the Returning Employees and such other employees or former employees of the Contractor or Sub-Contractors up to the Return Date are satisfied;

1.20.2 The Contractor shall:

1.20.2.1 remain (and procure that Sub-Contractors shall remain) (as relevant) responsible for all the Contractor's or Sub-Contractor's employees (other than the Returning Employees) on or after the time of expiry or termination of this Contract and shall indemnify the Authority and any Future Contractor against all Direct Losses incurred by the Authority or any Future Contractor resulting from any claim whatsoever whether arising before on or after the Return Date by or on behalf of any of the Contractor's or Sub-Contractor's employees who do not constitute the Returning Employees;

1.20.2.2 in respect of those employees who constitute Returning Employees the Contractor shall indemnify the Authority and any Future Contractor against all Direct Losses incurred by the Authority or any Future Contractor resulting from any claim whatsoever by or on behalf of any of the Returning Employees in respect of the period on or before the Return Date (whether any such claim, attributable to the period up to and on the Return Date, arises before, on or after the Return Date) including but not limited to any failure by the Contractor or any Sub-Contractor to comply with its or their obligations under Regulations 13 and 14 of TUPE and any award of compensation under Regulation 15 of TUPE and/or Article 6 of the Directive as if such legislation applied, even if it does not in fact apply save to the extent that any such failure to comply arises as a result of an act or omission of the Authority or any Future Contractor.

The Authority shall be entitled to assign the benefit of these indemnity to any Future Contractor.

1.21 In the event that the Contractor enters into any sub-contract in connection with this Contract, it shall impose obligations on its Sub-Contractors in the

same terms as those imposed on it pursuant to clause 1.0 and shall procure that the Sub-Contractor complies with such terms. The Contractor shall indemnify and keep the Authority indemnified in full against all Direct Losses, incurred or by the Authority or any Future Contractor as a result of or in connection with any failure on the part of the Contractor to comply with this clause and/or the Sub-Contractor's failure to comply with such terms.

- 1.22 In addition to the definitions contained at clause **Error! Reference source not found.**, the following terms shall have the following meaning in clause 32.

"Assigned Employees"	any person engaged or employed by the Contractor or any Sub-Contractor in the provision of the Services;
"Business Days"	a day (other than a Saturday or Sunday) on which the banks are open for domestic business in the City of London
"Direct Losses"	means all Losses but to avoid doubt, excluding Indirect Losses
"Employee Liability Information"	means the information which a transferor is obliged to notify to a transferee pursuant to Regulation 11(2) of TUPE regarding any person employed by him who is assigned to the organised grouping of resources or employees which is the subject of the Relevant Transfer and also such employees as fall within Regulation 11(4) of TUPE
"Future Contractor"	A service provider who shall provide any service equivalent to any of the Services after expiry or earlier termination of this Contract;
"Indirect Losses"	means loss of profits, loss of use, loss of production, loss of business, loss of business opportunity, or any claim for consequential loss or for indirect loss of any nature
"Relevant Employees"	means the employees who are the subject of a Relevant Transfer;
"Relevant Transfer"	means a relevant transfer for the purposes of the Regulations;
"Relevant Transfer Date"	the date on which an Eligible Employee transfers to the Contractor and/or one or more Sub-Contractor by virtue of a Relevant Transfer
"Retendering Information"	full and accurate details regarding the identity, number, age, sex, length of service, job title, grade and terms and conditions of employment of and other matters affecting each of those Assigned Employees who it is expected, if they remain in the employment of the Contractor or of any Sub-Contractor as the case may be until immediately before the Termination Date, would be Returning Employees

"Returning Employees"	those employees wholly or mainly engaged in the provision of the Services as the case may be as immediately before the expiry or termination of this Contract whose employment transfers to the Authority or a Future Contractor pursuant to TUPE;
"Sub-Contractor"	means a person to whom the Contractor sub-contracts any of its obligations under this Contract;
"Third Party Contractor"	Any sub-contractor of the Authority other than the Contractor;
"Transferring Employee"	means an employee of the Authority whose contract of employment becomes, by virtue of the application of TUPE in relation to what is done for the purposes of carrying out this contract between the Authority and the Contractor, a contract of employment with someone other than the Authority;
"TUPE"	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (246/2006) and or any other regulations enacted for the purpose of implementing the Directive into English law.