

**CONTRACT FOR PRISONER AND NON-PRISONER FOOD SUPPLY**

**SCHEDULE 7**

**AUTHORITY RESPONSIBILITIES**

## **AUTHORITY RESPONSIBILITIES**

### **1 INTRODUCTION**

- 1.1 The responsibilities of the Authority set out in this Schedule shall constitute the Authority Responsibilities under this Agreement. Any obligations of the Authority in Schedule 2 (*Specification*) and Schedule 8 (*Supplier Solution*) shall not be Authority Responsibilities and the Authority shall have no obligation to perform any such obligations unless they are specifically stated to be "Authority Responsibilities" and cross referenced in the table in Paragraph 3.
- 1.2 The responsibilities specified within this Schedule shall be provided to the Supplier free of charge, unless otherwise agreed between the Parties.

### **2 GENERAL OBLIGATIONS**

- 2.1 The Authority shall:
  - 2.1.1 perform those obligations of the Authority which are set out in the Clauses of this Agreement and the Paragraphs of the Schedules (except Schedule 8 (*Supplier Solution*));
  - 2.1.2 use its reasonable endeavours to provide the Supplier with access to appropriate members of the Authority's staff, as such access is reasonably requested by the Supplier in order for the Supplier to discharge its obligations throughout the Term and the Termination Assistance Period;
  - 2.1.3 provide sufficient and suitably qualified staff to fulfil the Authority's roles and duties under this Agreement as defined in the Agreed Implementation Plan;
  - 2.1.4 use its reasonable endeavours to provide such documentation, data and/or other information that the Supplier reasonably requests that is necessary to perform its obligations under the terms of this Agreement provided that such documentation, data and/or information is available to the Authority and is authorised for release by the Authority; and
  - 2.1.5 procure for the Supplier such agreed access and use of the Authority Premises (as a licensee only) and facilities (including relevant IT systems) as is reasonably required for the Supplier to comply with its obligations under this Agreement, such access to be provided during the Authority's normal working hours on each Working Day or as otherwise agreed by the Authority (such agreement not to be unreasonably withheld or delayed).

### **3 SPECIFIC OBLIGATIONS**

- 3.1 The Authority shall, in relation to this Agreement perform the following Authority responsibilities:
  - 3.1.1 The Authority shall perform the Authority dependencies included and agreed in the Implementation Plan.
  - 3.1.2 The Authority shall provide the Supplier with access to the Delivery Locations during the Delivery Windows provided that the Authority shall not be in breach of this responsibility if:
    - (a) the Authority refuses to allow the Supplier access to a Delivery Location as a result of the Supplier's failure to comply with this Agreement (including but not limited to the Security Requirements); or

- (b) the Authority is prevented from providing access to a Delivery Location during a Delivery Window due to circumstances beyond its reasonable control, provided that the Authority provides access to the Delivery Location during an alternative Delivery Window requested by the Authority and agreed between the Parties.
- 3.1.3 The Authority shall not unnecessarily restrict or delay the Supplier from leaving a Delivery Location following completion of a Delivery.
- 3.1.4 The Authority shall provide the Supplier with information in accordance with Clause 5.7 following notification by the Authority of an additional Site being added to the scope of the Agreement.