



B.S.B. (Sound) Ltd  
Maer Lane Industrial Estate  
Llewellyn Roberts Way  
Market Drayton  
TF9 1QS

Democratic Services  
Westfields  
Middlewich Road, Sandbach  
CW11 1HZ  
email: [rachel.graves@cheshireeast.gov.uk](mailto:rachel.graves@cheshireeast.gov.uk)

DATE: 18/02/2022                      OUR REF:21 205

Please Contact: Michael Lees – [michael.lees@cheshireeast.gov.uk](mailto:michael.lees@cheshireeast.gov.uk)

Dear Sirs

**Re: Contract for the supply of Public Address system for Council meetings**

Following your tender/proposal for the supply of Public Address system for Council meetings to Cheshire East Borough Council, we are pleased to enclose the contract for execution electronically via DocuSign.

Please can you arrange for the contract to be signed and dated on behalf of B.S.B. (Sound) Ltd. Please submit the contract once you have signed it via DocuSign and it will be passed to other signatories for signature. You will be notified once it has been completed.

Yours faithfully

Michael Lees  
Procurement Officer

**DATED THE DATE OF THE FINAL SIGNATURE TO THIS  
CONTRACT: [ 24-Feb-22 ]**

**(1) CHESHIRE EAST BOROUGH COUNCIL**

**(2) B.S.B. (Sound) Ltd**

**CONTRACT FOR THE PROVISION OF SERVICES**

**CONTRACT PARTICULARS**

<b>Date of the Agreement:</b>	[ 24-Feb-22 ]
<b>Supplier:</b>	<b>B.S.B. (Sound) Ltd</b>
<b>Contract title/description of Services:</b>	<b>Public address system for Council Meetings</b>
<b>Contract Period (duration in weeks/months/years):</b>	<b>12 months with 1 x 12 months extension option</b>
<b>Commencement Date:</b>	<b>24<sup>th</sup> February 2022</b>
<b>Termination Date:</b>	<b>23<sup>rd</sup> February 2023</b>
<b>Option to extend: Y/N</b>	<b>Y</b>
<b>Extension Period (if applicable):</b>	<b>1 x 12 months</b>
<b>Contract Price:</b>	<b>£ as per pricing matrix</b>
<b>Payment Terms:</b>	<b>30 days</b>
<b>Invoice address:</b>	<b><a href="mailto:supplier@ecwip.co.uk">supplier@ecwip.co.uk</a> or Cheshire East Council, Cheshire Shared Services Payments Section, Purchasing &amp; Exchequer, PO Box 3655, Chester, CH1 9PP</b>
<b>Contract Manager (names and contact details):</b>	<p><b>For the Supplier:</b></p> <p><b>Name/position:</b> Martin Bickley</p> <p><b>Tel:</b> 07739 774178</p> <p><b>e-mail:</b> <a href="mailto:martin@bsbsound.co.uk">martin@bsbsound.co.uk</a></p> <p><b>For the Council: Rachel Graves</b></p> <p><b>Name/position:</b> Democratic Services Officer</p> <p><b>Tel:</b> (01270) 686473</p> <p><b>e-mail:</b> <a href="mailto:rachel.graves@cheshireeast.gov.uk">rachel.graves@cheshireeast.gov.uk</a></p>

This Contract is made the on the date of the final  
date of signature of this Contract: [ 24-Feb-22 ]

## **BETWEEN**

- (1) **CHESHIRE EAST BOROUGH COUNCIL** of Westfields, Middlewich Road, Sandbach, Cheshire c/o Municipal Buildings, Earle Street, Crewe CW1 2BJ (**"the Council"**)
- (2) **B.S.B. (Sound) Limited** company registration number 05855632 whose registered office is at Unit 1, Maer Lane Industrial Estate, Llewellyn Roberts Way, MARKET DRAYTON, TF9 1QS (**"the Supplier"**)

## **ARTICLES OF AGREEMENT**

- (A) The Council sought proposals for the provision of services by means of a tender exercise.
- (B) The Council has, through a competitive process, selected the Supplier to provide these services and the Supplier is willing and able to provide the services in accordance with the terms and conditions of this Contract.

## **NOW IT IS AGREED**

1. That the Supplier shall provide the Services in accordance with the terms of the Contract for the Contract Period.
2. That so long as the Supplier provides the Services in accordance with the terms of the Contract and to the reasonable satisfaction of the Council the Council shall make payments to the Supplier as set out in the Contract.

## **3. FORM OF CONTRACT**

This Contract is made up of these Articles of Agreement and the following Schedules only:

- Schedule 1 - Terms and Conditions of Contract
- Schedule 2 - Special Terms and Conditions of Contract
- Schedule 3 - Specification
- Schedule 4 - Pricing Schedule
- Schedule 5 - Supplier's Tender

**COMMENCEMENT DATE OF CONTRACT: 24<sup>th</sup> February 2022**

**EXPIRY DATE OF CONTRACT: 23<sup>rd</sup> February 2023**

**OPTION TO EXTEND: 1 x 12 MONTHS (AS DETAILED IN THE SPECIAL TERMS)**

SIGNATURE/SEALING

Each party agrees to sign this Contract by electronic signature (whatever form the electronic signature takes) and that this method of signature is as conclusive of its intention to be bound by this Contract as if signed by each party's manuscript signature.

For and on behalf of Cheshire East  
Borough Council

Authorised signatory:

DocuSigned by:  
*Brian Reed*  
2DEFD8786BA743B...

Name: Brian Reed  
Title: Head of Democratic Services and  
Governance  
Date: 24-Feb-22

For and on behalf of the Supplier

Authorised signatory:

DocuSigned by:  
*Martin Bickley*  
65E42A9FD557440...

Name: Martin Bickley  
Title: Director  
Date: 23-Feb-22

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## SCHEDULE 1

### TERMS AND CONDITIONS OF CONTRACT

#### 1 Definitions and Interpretation

##### 1.1 In these terms and conditions:

“Affiliates”	means any entity that is owned or controlled by the Council, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise;
“Applicable Laws”	means (a) European Union or Member State laws with respect to any Council Personal Data in respect of which the Council is subject to Data Protection Laws; and (b) any other applicable law with respect to any Council Personal Data in respect of which the Council is subject to any other Data Protection Laws;
“Central Government Body”	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: <ul style="list-style-type: none"> <li>(a) Government Department;</li> <li>(b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</li> <li>(c) Non-Ministerial Department; or</li> <li>(d) Executive Agency;</li> </ul>
“Charges”	means the charges for the Services as specified in Schedule 4 (the Pricing Schedule) of the Contract;
“Commercially Sensitive Information”	means the information listed in Annex 2 of Schedule 2 comprising information of a commercially sensitive nature relating to the Supplier, its intellectual property rights or its business, or which the Supplier has indicated to the Council that, if disclosed by the Council, would cause the Supplier significant commercial disadvantage or material financial loss;
“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 between (i) the Council and (ii) the Supplier comprising of: <ul style="list-style-type: none"> <li>• Articles of Agreement;</li> <li>• Schedule 1 - Terms and Conditions of Contract;</li> <li>• Schedule 2 - Special Terms and Conditions of Contract;</li> <li>• Schedule 3 – Specification;</li> <li>• Schedule 4 – Pricing Schedule;</li> <li>• Schedule 5 – Supplier’s Tender;</li> </ul>

“Contracted Processor”	means the Supplier or a Subprocessor;
“Council”	means Cheshire East Borough Council;
“Council Data”	means any data processed by a Contracted Processor on behalf of the Council and/or its Affiliates pursuant to or in connection with this Agreement;
“Council Personal Data”	means any Personal Data Processed by a Contracted Processor on behalf of the Council and or its Affiliates pursuant to or in connection with this Agreement;
“Data Protection Laws”	means (i) the UK GDPR, the LED and any applicable national implementing Laws as amended from time to time; (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;
“DPA 2018”	means Data Protection Act 2018;
“Delete/Deletion”	means deletion, removal of the Council Personal Data from the Supplier’s system using software certified to recognised international standards, including but not limited to, CESG HMG Infosec. Standard No: 5 Secure Sanitisation (Baseline and Enhanced);
“EEA”	means the European Economic Area;
“Employee Liability Information”	<p>means:</p> <p>the information that a transferor is obliged to notify to a transferee under regulation 11(2) of TUPE:</p> <p>(a) the identity and age of the employee;</p> <p>(b) the employee’s written statement of employment particulars (as required under section 1 of the Employment Rights Act 1996);</p> <p>(c) information about any disciplinary action taken against the employee and any grievances raised by the employee, where a Code of Practice issued under Part IV of the Trade Union and Labour Relations (Consolidation) Act 1992 relating exclusively or primarily to the resolution of disputes applied, within the previous two years;</p> <p>(d) information about any court or tribunal case, claim or action either brought by the employee against the transferor within the previous two years or where the transferor has reasonable grounds to believe that such action may be brought against the Supplier arising out of the employee’s employment with the transferor;</p> <p>(e) information about any collective agreement that will have effect after the Effective Date or the Service Transfer Date, as the case may be, in relation to the employee under regulation 5(a) of TUPE;</p>
“European Economic Area”	means the European Economic Area (EEA) which consists of the European Union and all the European Free Trade Association (EFTA) countries except Switzerland;
“FOIA”	means the Freedom of Information Act 2000;
“Force Majeure”	means any cause affecting the performance by a party of its obligations under this Contract arising from acts, events, omissions or non-events beyond its reasonable control, including acts of God, riots, war, acts of terrorism, fire, flood, storm or earthquake and any disaster, but



	excluding any industrial dispute relating to the Supplier, the Supplier's Staff or any other failure in the Supplier's supply chain;
"Information"	has the meaning given under section 84 of the FOIA;
"Intellectual Property"	means any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, utility models, trade marks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites;
"Key Personnel"	means any persons specified as such in the Special Terms, or otherwise notified as such by the Council to the Supplier in writing;
"Law"	means any applicable Act of Parliament, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body of which the Supplier is bound to comply;
"LED"	means the Law Enforcement Directive (Directive (EU) 2016/680) C;
"Management Reports"	means the reports to be prepared and presented by the Supplier in accordance with clauses 3.7 and 11;
"Necessary Consents"	means all approvals, certificates, authorisations, permissions, licences, permits, regulations and consents necessary from time to time for the performance of the Services;
"Party"	means the Supplier or the Council (as appropriate) and "Parties" shall mean both of them;
"Premises"	means any of the Council's premises identified in the Special Terms at which Services are to be provided by the Supplier on the terms set out in this Contract;
"Pricing Schedule"	as set out at Schedule 4;
"Prohibited Act"	<p>the following constitute Prohibited Acts:</p> <ul style="list-style-type: none"> <li>(a) to directly or indirectly offer, promise or give any person working for or engaged by the Council a financial or other advantage to: <ul style="list-style-type: none"> <li>(i) induce that person to perform improperly a relevant function or activity; or</li> <li>(ii) reward that person for improper performance of a relevant function or activity;</li> </ul> </li> <li>(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</li> </ul>

connection with this Contract;

(c) committing any offence:

- (i) under the Bribery Act 2010;
- (ii) under legislation creating offences concerning fraudulent acts;
- (iii) at common law concerning fraudulent acts relating to this Contract or any other contract with the Council; or
- (iv) defrauding, attempting to defraud or conspiring to defraud the Council;

“Purchase Order Number” means the Council’s unique number relating to the order for Services to be provided by the Supplier to the Council in accordance with the terms of the Contract;

“Request for Information” has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);

“Restricted Transfer” means:

- (i) a transfer of Council Personal Data from the Council to a Contracted Processor; or
- (ii) an onward transfer of Council Personal Data from a Contracted Processor to a Contracted Processor, or between two establishments of a Contracted Processor;

in each case, where such transfer would be prohibited by Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Laws);

“Services” means the services to be provided by the Supplier to the Council under the Contract;

“Service Transfer Date” means the date on which the Services (or any part of the Services), transfer from the Supplier or its sub-contractor to the Council or any replacement supplier;

“Special Terms” means the special terms and conditions of contract as set out in Schedule 2;

“Specification” means the specification for the Services (including as to quantity, description and quality) as specified in Schedule 3 (Specification) of the Contract;

“Staff” means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier’s obligations under the Contract;

“Staff Vetting Procedures” means vetting procedures that accord with good industry practice or, where requested by the Council, the Council’s procedures for the vetting of personnel as provided to the Supplier from time to time;

“Subprocessor” means any person (including any third party, but excluding an employee of the Supplier or any of its sub-contractors) appointed by or on behalf of the Supplier to Process Personal Data on behalf of the Council in connection with this Agreement;

“Supplier” means the person named as Supplier in the Contract;

“Tender”	means the tender submitted by the Supplier and other associated documentation set out in Schedule 5 (Supplier’s Tender);
“Term”	means the period from the Commencement Date of the Contract to the Expiry Date as such period may be extended in accordance with an option to extend as may be set out in the Special Terms or terminated in accordance with the terms and conditions of the Contract;
“UK GDPR”	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018;
“VAT”	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
“Working Day”	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

1.2 In these terms and conditions, unless the context otherwise requires:

- 1.2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
- 1.2.2 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;
- 1.2.3 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Contract;
- 1.2.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment;
- 1.2.5 unless expressly provided otherwise in this agreement, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time;
- 1.2.6 unless expressly provided otherwise in this agreement, a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time; under that legislation or legislative provision;
- 1.2.7 the word ‘including’ shall be understood as meaning ‘including without limitation’; and
- 1.2.8 the terms “Commission”, “Controller”, “Data Subject”, “Member States”, “Personal Data”, “Personal Data Breach”, “Processing” and “Supervisory Authority” shall have the same meaning as in the UK GDPR.

## 2 Contract Documentation

2.1 For the avoidance of doubt, the following documents shall be deemed to be incorporated and shall be read and construed as part of this Contract:

- Schedule 1 – these Terms and Conditions of Contract;
- Schedule 2 – Special Terms and Conditions of Contract (including Annex 1 and Annex 2);
- Schedule 3 – Specification;
- Schedule 4 – Pricing Schedule; and
- Schedule 5 – Supplier’s Tender.

## 3 Supply of Services

3.1 In consideration of the Council’s agreement to pay the Charges, the Supplier shall supply the Services to the Council during the Term subject to and in accordance with the terms and conditions of the Contract.

### 3.2 In supplying the Services, the Supplier shall:

- 3.2.1 co-operate with the Council in all matters relating to the Services and comply with all the Council's instructions;
  - 3.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier's industry, profession or trade;
  - 3.2.3 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
  - 3.2.4 ensure that the Services shall conform with all the Council's policies, the descriptions and specifications set out in the Specification;
  - 3.2.5 comply with all applicable laws; and
  - 3.2.6 provide all equipment, tools and vehicles and other items as are required to provide the Services.
- 3.3 The Council may by written notice to the Supplier at any time request a variation to the scope of the Services. In the event that the Supplier agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Council and the Supplier.
- 3.4 The Supplier shall have an ongoing obligation throughout the Term to identify new or potential improvements to the Services. As part of this obligation the Supplier shall identify and report to the Council's representative quarterly in the first contract year and once every six months for the remainder of the Term on:
- 3.4.1 the emergence of new and evolving relevant technologies which could improve the Services;
  - 3.4.2 new or potential improvements to the Services including the quality, responsiveness, procedures, benchmarking methods, performance mechanisms and customer support services in relation to the Services;
  - 3.4.3 new or potential improvements to the interfaces or integration of the Services with other services provided by third parties or the Council which might result in efficiency or productivity gains or in reduction of operational risk; and
  - 3.4.4 changes in ways of working that would enable the Services to be delivered at lower costs and/or at greater benefits to the Council.
- 3.5 Any potential Changes highlighted as a result of the Supplier's reporting in accordance with clause 3.4 shall be addressed by the Parties using the variation procedure at clause 3.3.

## 4 Charges, Payment and Recovery of Sums Due

- 4.1 The Charges for the Services shall be as set out in Schedule 4 (Pricing Schedule) and shall be the full and exclusive remuneration of the Supplier in respect of the provision of the Services. Unless otherwise agreed in writing by the Council, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 4.2 The Supplier shall invoice the Council as specified in the Contract. Each invoice shall include such supporting information required by the Council to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services provided in the invoice period.
- 4.3 The Council shall accept and process for payment an electronic invoice submitted for payment by the Supplier where the invoice is undisputed and where it complies with the standard on electronic invoicing. For these purposes an electronic invoice complies with the standard on electronic invoicing where it complies with the European standard

and any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870.

- 4.4 Where the Supplier submits an invoice in accordance with clause 4.2 the Council will consider and verify that invoice in a timely fashion.
- 4.5 In consideration of the provision of the Services by the Supplier, the Council shall pay the Supplier the invoiced amounts no later than 30 days after the Council has received and determined that the invoice (which includes a valid Purchase Order Number) is valid and undisputed. The Council may, without prejudice to any other rights and remedies under the Contract, withhold or reduce payments in the event of unsatisfactory performance.
- 4.6 Where the Council fails to comply with clause 4.4 and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purposes of clause 4.5 after a reasonable time has passed and in any event after 60 days have passed.
- 4.7 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Council shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.
- 4.8 If there is a dispute between the Parties as to the amount invoiced, the Council shall pay the undisputed amount. The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Contract for a failure to pay undisputed sums in accordance with clause 18.3. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 0.
- 4.9 If a Party fails to make any undisputed payment due to the other Party under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue amount at the rate of 8% per annum above the base lending rate of the Bank of England from time to time. Such interest shall accrue on a daily basis from the due date until the actual date of payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount. This clause shall not apply to payments that the defaulting party disputes in good faith.
- 4.10 If any sum of money is recoverable from or payable by the Supplier under the Contract (including any sum which the Supplier is liable to pay to the Council in respect of any breach of the Contract), that sum may be deducted unilaterally by the Council from any sum then due, or which may come due, to the Supplier under the Contract or under any other Contract or contract with the Council. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Council in order to justify withholding payment of any such amount in whole or in part.

## 5 Term

The Contract shall take effect on the Commencement Date and shall expire on the Expiry Date, unless it is otherwise extended by the Council in accordance with an option to extend contained in the Special Terms (in which case the terms and conditions of the Contract shall apply throughout any such extended period) or terminated in accordance with the terms and conditions of the Contract.

## 6 Premises and equipment

- 6.1 If necessary, the Council shall provide the Supplier with reasonable access at reasonable times to the Premises on a non-exclusive licence basis free of charge, for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Council's premises by the Supplier or the Staff shall be at the Supplier's risk.
- 6.2 If the Supplier supplies all or any of the Services at or from the Premises, on completion of the Services or termination or expiry of the Contract (whichever is the earlier) the Supplier shall vacate the Premises, remove the Supplier's plant, equipment

and unused materials and all rubbish arising out of the provision of the Services and leave the Premises in a clean, safe and tidy condition. The Supplier shall be solely responsible for making good any damage to the Premises or any objects contained on the Premises which is caused by the Supplier or any Staff, other than fair wear and tear.

- 6.3 If the Supplier supplies all or any of the Services at or from its premises or the premises of a third party, the Council may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.
- 6.4 The Council shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Premises the Supplier shall, and shall procure that all Staff shall, comply with all the Council's security requirements.
- 6.5 Where all or any of the Services are supplied from the Supplier's premises, the Supplier shall, at its own cost, comply with all security requirements specified by the Council in writing.
- 6.6 Without prejudice to clause 3.2.6, any equipment provided by the Council for the purposes of the Contract (Council Equipment) shall remain the property of the Council and shall be used by the Supplier and the Staff only for the purpose of carrying out the Contract. Such Council Equipment shall be returned promptly to the Council on expiry or termination of the Contract.
- 6.7 The Supplier shall reimburse the Council for any loss or damage to the Council Equipment (other than deterioration resulting from normal and proper use) caused by the Supplier or any Staff. Equipment supplied by the Council shall be deemed to be in a good condition when received by the Supplier or relevant Staff unless the Council is notified otherwise in writing within 5 Working Days.

## **7 Staff and Key Personnel**

- 7.1 If the Council reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Contract, it may, by giving written notice to the Supplier:
  - 7.1.1 refuse admission to the relevant person(s) to the Premises;
  - 7.1.2 direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or
  - 7.1.3 require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Council to the person removed is surrendered;

and the Supplier shall comply with any such notice.
- 7.2 The Supplier shall ensure that:
  - 7.2.1 each of the Staff is suitably qualified, adequately trained and capable of providing the applicable Services in respect of which they are engaged;
  - 7.2.2 there is an adequate number of Staff to provide the Services properly;
  - 7.2.3 only those people who are authorised by the Supplier (under the authorisation procedure to be agreed between the Parties) are involved in providing the Services;
  - 7.2.4 all of the Staff comply with all of the Council's policies including those that apply to persons who are allowed access to the Premises;
  - 7.2.5 all Staff are vetted in accordance with the Staff Vetting Procedures and if requested, comply with the Council's Staff Vetting Procedures as supplied from time to time;
  - 7.2.6 if requested to do so, it shall provide the Council with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Premises in connection with the Contract; and

- 7.2.7 it procures that all Staff comply with any rules, regulations and requirements reasonably specified by the Council.
- 7.3 The Council may refuse to grant access to, and remove, any of the Staff who do not comply with any such policies, or if they otherwise present a security threat.
- 7.4 The Supplier shall replace any of the Staff who the Council reasonably decides have failed to carry out their duties with reasonable skill and care. Following the removal of any of the Staff for any reason, the Supplier shall ensure such person is replaced promptly with another person with the necessary training and skills to meet the requirements of the Services.
- 7.5 The Supplier shall maintain up-to-date personnel records on the Staff engaged in the provision of the Services and, on request, provide reasonable information to the Council on the Staff. The Supplier shall ensure at all times that it has the right to provide these records in compliance with the applicable Data Protection Legislation.
- 7.6 The Supplier shall use its best endeavours to ensure continuity of personnel and to ensure that the turnover rate of its staff engaged in the provision or management of the Services is at least as good as the prevailing industry norm for similar services, locations and environments.
- 7.7 The Supplier shall appoint the Key Personnel to be responsible for the matters allocated to such Key Personnel. The Key Personnel are key to the success of the implementation and/or operation of the Services and shall be retained on the implementation and/or operation of the Services for such time as a person is required to perform the role which has been allocated to the applicable Key Personnel. The Key Personnel shall have the authority to act on behalf of the Supplier on the matters for which they are expressed to be responsible.
- 7.8 The Supplier shall not remove or replace any of the Key Personnel unless:
- 7.8.1 requested to do so by the Council;
  - 7.8.2 the person is on long-term sick leave;
  - 7.8.3 the element of the Services in respect of which the individual was engaged has been completed to the Council's satisfaction;
  - 7.8.4 the person resigns from their employment with the Supplier; or
  - 7.8.5 the Supplier obtains the prior written consent of the Council.
- 7.9 The Supplier shall inform the Council of the identity and background of any replacements for any of the Key Personnel as soon as a suitable replacement has been identified. The Council shall be entitled to interview any such person and may object to any such proposed appointment within 20 Working Days of being informed of or meeting any such replacement if, in its reasonable opinion, it considers the proposed replacement to be unsuitable for any reason.
- 7.10 The Supplier shall ensure that the role of each of its Key Personnel is not vacant (in terms of a permanent representative) for more than 5 Working Days. Any replacement shall be as, or more, qualified and experienced as the previous incumbent and fully competent to carry out the tasks assigned to the Key Personnel whom they have replaced. A temporary replacement shall be identified with immediate effect from the Supplier or the Council becoming aware of the role becoming vacant.
- 7.11 The Council may require the Supplier to remove, or procure the removal of, any of its Key Personnel whom it considers, in its reasonable opinion, to be unsatisfactory for any reason which has a material impact on such person's responsibilities.
- 7.12 If the Supplier replaces the Key Personnel as a consequence of this clause 7, the cost of effecting such replacement shall be borne by the Supplier.
- 7.13 Any Key Personnel shall not be released from supplying the Services without the agreement of the Council, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.

- 7.14 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Council (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

## **8 Assignment and sub-contracting**

- 8.1 The Supplier shall not without the written consent of the Council assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Contract or any part of the Contract. Where the Supplier's tender identifies a sub-contractor, this sub clause shall only apply to the replacement of the already identified sub-contractor. The Council may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.
- 8.2 Where the Supplier enters into a sub-contract for the purpose of performing its obligations under the Contract, it shall ensure that a provision is included in such sub-contract which requires payment to be made of all sums due by the Supplier to the sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice in accordance with the terms of clauses 4.2, 4.3 and 4.4 above and a provision requiring the sub-contractor to that Sub-Contract to include in any further Sub-Contract it awards similar provisions to clauses 4.2, 4.3 and 4.4 above. In this clause, "Sub-Contract" means a contract between two or more suppliers, at any stage of remoteness from the Council in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract .
- 8.3 Where the Council has consented to the placing of sub-contracts, the Supplier shall, at the request of the Council, send copies of each sub-contract, to the Council as soon as is reasonably practicable.
- 8.4 The Council may assign, novate, or otherwise dispose of its rights and obligations under the Contract without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Contract.

## **9 Conflicts of Interest**

- 9.1 The Supplier shall take appropriate steps to ensure that neither the Supplier nor any Staff is placed in a position where, in the reasonable opinion of the Council, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Council under the provisions of the Contract. The Supplier will disclose to the Council full particulars of any such conflict of interest which may arise.
- 9.2 The Council reserves the right to terminate the Contract immediately by notice in writing and/or to take such other steps it deems necessary where, in the reasonable opinion of the Council, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Council under the provisions of the Contract.

## **10 Intellectual Property and Indemnity**



- 10.1 In the absence of prior written agreement by the Council to the contrary, all Intellectual Property created by the Supplier or any employee, agent or subcontractor of the Supplier:
- (a) in the course of performing the Services; or
  - (b) exclusively for the purpose of performing the Services,
- shall vest in the Council on creation.
- 10.2 All Intellectual Property in any materials provided by the Council to the Supplier for the purposes of this Contract shall remain the property of the Council but the Council hereby grants the Supplier 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 Supplier to perform its obligations under the Contract.
- 10.3 The Supplier shall indemnify the Council against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any Intellectual Property by the availability of the Services, except to the extent that they have been caused by or contributed to by the Council's acts or omissions.

## **11 Governance and Records**

### **11.1 The Supplier shall:**

- 11.1.1 attend progress/management meetings with the Council at the frequency and times specified by the Council and shall ensure that its representatives are suitably qualified to attend such meetings; and
- 11.1.2 submit progress/Management Reports to the Council at the times and in the format specified by the Council.

- 11.2 The Supplier shall keep and maintain until 6 years after the end of the Contract, or as long a period as may be agreed between the Parties, full and accurate records of the Contract including the Services supplied under it and all payments made by the Council. The Supplier shall on request afford the Council or the Council's representatives such access to those records as may be reasonably requested by the Council in connection with the Contract.

## **12 Confidentiality, Transparency and Publicity**

### **12.1 Subject to clause 12.2, each Party shall:**

- 12.1.1 treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and
- 12.1.2 not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Contract.

- 12.2 Notwithstanding clause 12.1, a Party may disclose Confidential Information which it receives from the other Party:

- 12.2.1 where disclosure is required by applicable law or by a court of competent jurisdiction;
- 12.2.2 to its auditors or for the purposes of regulatory requirements;
- 12.2.3 on a confidential basis, to its professional advisers;
- 12.2.4 to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;
- 12.2.5 where the receiving Party is the Supplier, to the Staff on a need to know basis

to enable performance of the Supplier's obligations under the Contract provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 12.2.5 shall observe the Supplier's confidentiality obligations under the Contract; and

12.2.6 where the receiving Party is the Council:

- (a) on a confidential basis to the employees, agents, consultants and contractors of the Council;
- (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Council transfers or proposes to transfer all or any part of its business;
- (c) to the extent that the Council (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
- (d) in accordance with clause 13;

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality contract or arrangement containing terms no less stringent than those placed on the Council under this clause 12.

12.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Contract is not Confidential Information and the Supplier hereby gives its consent for the Council to publish this Contract in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Contract agreed from time to time. The Council may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.

12.4 The Supplier shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Contract or any part of the Contract in any way, except with the prior written consent of the Council.

### 13 **Freedom of Information**

13.1 The Supplier acknowledges that the Council is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:

- 13.1.1 provide all necessary assistance and cooperation as reasonably requested by the Council to enable the Council to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;
- 13.1.2 transfer to the Council all Requests for Information relating to this Contract that it receives as soon as practicable and in any event within 2 Working Days of receipt;
- 13.1.3 provide the Council with a copy of all Information belonging to the Council requested in the Request for Information which is in its possession or control in the form that the Council requires within 5 Working Days (or such other period as the Council may reasonably specify) of the Council's request for such Information; and
- 13.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Council.

13.2 The Supplier acknowledges that the Council may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Supplier or the Services (including Commercially Sensitive Information) without

consulting or obtaining consent from the Supplier. In these circumstances the Council shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.

- 13.3 Subject to clause 13.4, Annex 2 to the Special Terms sets out certain information held by the Supplier on behalf of the Council and specific arrangements for the Council to access that information for FOIA requirements. The Council may make reasonable amendments to Annex 2 by written notice to the Supplier from time to time as the Council reasonably considers necessary to meet those requirements.
- 13.4 Notwithstanding any other provision in the Contract, the Council shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

#### **14 Processing of Personal Data**

- 14.1 The Supplier warrants and represents that, before any Subprocessor Processes any Council Personal Data on behalf of the Council, the Supplier shall enter into an agreement with the Subprocessor that is compliant with Applicable Laws for the Processing of any Council Personal Data.

- 14.2 The Supplier shall:

14.2.1 comply with all applicable Data Protection Laws in the Processing of Council Personal Data;

14.2.2 not Process Council Personal Data other than on the Council's documented instructions unless Processing is required by Applicable Laws to which the relevant Contracted Processor is subject, in which case the Supplier shall to the extent permitted by Applicable Laws inform the relevant Council of that legal requirement before the relevant Processing of that Personal Data;

14.2.3 not make or permit any Subprocessor to make any Restricted Transfers; and

14.2.4 not transfer or otherwise Process Council Personal Data outside the UK or the EEA unless prior written consent of the Council has been obtained and the following instructions are fulfilled:

- (i) the Council or the Supplier has provided appropriate safeguards in relation to the transfer;
- (ii) the data subject has enforceable rights and effective legal remedies;
- (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Council Personal Data that is transferred; and
- (iv) the Supplier complies with reasonable instructions notified to it in advance by the Council with respect to the processing of the Council Personal Data.

- 14.3 The Council instructs the Supplier (and authorises the Supplier to instruct each Subprocessor) to Process Council Personal Data, as reasonably necessary for the provision of the Services pursuant to this Agreement.

- 14.4 Annex 1 to the Special Terms sets out certain information regarding the Contracted Processors' Processing of Council Personal Data as required by article 28(3) of the UK GDPR (and, possibly, equivalent requirements of other Data Protection Laws). The Council may make reasonable amendments to Annex 1 by written notice to the

Supplier from time to time as the Council reasonably considers necessary to meet those requirements. Nothing in Annex 1 (including as amended pursuant to this clause 14.4) confers any right or imposes any obligation on any party to this Agreement.

- 14.5 The Supplier shall take reasonable steps to ensure the reliability of any employee, agent or contractor of any Contracted Processor who may have access to Council Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know / access the relevant Council Personal Data, as strictly necessary for the purposes of this Agreement, and to comply with Applicable Laws in the context of that individual's duties to the Contracted Processor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.
- 14.6 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Supplier shall in relation to Council Personal Data implement appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32 (1) of the UK GDPR.
- 14.7 In assessing the appropriate level of security, the Supplier shall take account in particular of the risks that are presented by Processing, in particular from a Personal Data Breach.
- 14.8 The Council authorises the Supplier to appoint (and permit each Subprocessor appointed in accordance with this clause 14.8 to appoint) Subprocessors in accordance with this clause 14.8.
- 14.9 The Supplier may continue to use those Subprocessors already engaged by the Supplier as at the date of this Agreement, subject to the Supplier in each case as soon as practicable meeting the obligations set out in clause 14.11.
- 14.10 The Supplier shall give the Council prior written notice of the proposed appointment of any new Subprocessor, including full details of the Processing to be undertaken by the Subprocessor. The Supplier shall not appoint (nor disclose any Council Personal Data to) the proposed Subprocessor except with the prior written consent of the Council.
- 14.11 With respect to each Subprocessor, the Supplier shall:
  - 14.11.1 before the Subprocessor first Processes Council Personal Data (or, where relevant, in accordance with clause 14.9), carry out adequate due diligence to ensure that the Subprocessor is capable of providing the level of protection for Council Personal Data required by this Agreement;
  - 14.11.2 ensure that the arrangement between the Supplier, and the Subprocessor, is governed by a written contract including terms which offer at least the same level of protection for Council Personal Data as those set out in this Agreement and meet the requirements of article 28(3) of the UK GDPR;
  - 14.11.3 ensure that the Subprocessor shall not make a Restricted Transfer of any Council Personal Data; and
  - 14.11.4 provide to the Council for review such copies of the Contracted Processors' agreements with Subprocessors (which may be redacted to remove confidential commercial information not relevant to the requirements of this Agreement) as the Council may request from time to time.

- 14.12 The Supplier shall ensure that each Subprocessor performs the obligations under clauses 14.2, 14.5, 14.13, 14.16, 14.17 and 14.22, as they apply to Processing of Council Personal Data carried out by that Subprocessor, as if it were party to this Contract in place of the Supplier.
- 14.13 Taking into account the nature of the Processing, the Supplier shall assist the Council by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Council's obligations, as reasonably understood by the Council, to respond to requests to exercise Data Subject rights under the Data Protection Laws.
- 14.14 The Supplier shall:
- 14.14.1 promptly notify the Council if any Contracted Processor receives a request from a Data Subject under any Data Protection Law in respect of Council Personal Data; and
- 14.14.2 ensure that the Contracted Processor does not respond to that request except on the documented instructions of the Council or as required by Applicable Laws to which the Contracted Processor is subject, in which case the Supplier shall to the extent permitted by Applicable Laws inform the Council of that legal requirement before the Contracted Processor responds to the request.
- 14.15 The Supplier shall notify the Council without undue delay upon the Supplier or any Subprocessor becoming aware of a Personal Data Breach affecting Council Personal Data, providing the Council with sufficient information to allow the Council to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.
- 14.16 The Supplier shall co-operate with the Council and take such reasonable commercial steps as are directed by the Council to assist in the investigation, mitigation and remediation of each such Personal Data Breach.
- 14.17 The Supplier shall provide reasonable assistance to the Council with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which the Council reasonably considers to be required of the Council by article 35 or 36 of the UK GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of Council Personal Data by, and taking into account the nature of the Processing and information available to, the Contracted Processors.
- 14.18 Subject to clauses 14.19 and 14.20 the Supplier shall promptly and in any event within 30 days of the date of cessation of any Services involving the Processing of Council Personal Data (the "Cessation Date"), Delete and procure the Deletion of all copies of those Council Personal Data.
- 14.19 Subject to clause 14.20, the Council may in its absolute discretion by written notice to the Supplier within 30 days of the Cessation Date require the Supplier to (a) return a complete copy of all Council Personal Data to the Council by secure file transfer in such format as is reasonably notified by the Council to the Supplier; and (b) Delete and procure the Deletion of all other copies of Council Personal Data Processed by any Contracted Processor. The Supplier shall comply with any such written request within 30 days of the Cessation Date.
- 14.20 Each Contracted Processor may retain Council Personal Data to the extent required by Applicable Laws and only to the extent and for such period as required by Applicable Laws and always provided that the Supplier shall ensure the

confidentiality of all such Council Personal Data and shall ensure that such Council Personal Data is only Processed as necessary for the purpose(s) specified in the Applicable Laws requiring its storage and for no other purpose.

- 14.21 The Supplier shall provide written certification to the Council that it has fully complied with clause 14.18 to 14.20 within 30 days of the Cessation Date.
- 14.22 Subject to clauses 14.23 and 14.24, the Supplier shall make available to the Council on request all information necessary to demonstrate compliance with this Contract, and shall allow for and contribute to audits, including inspections, by the Council or an auditor mandated by the Council in relation to the Processing of Council Personal Data by the Contracted Processors.
- 14.23 Information and audit rights of the Council only arise under clause 14.22 to the extent that this Contract does not otherwise give them information and audit rights meeting the relevant requirements of Data Protection Law (including, where applicable, article 28 (3) (h) of the UK GDPR).
- 14.24 The Council when undertaking an audit shall give the Supplier reasonable notice of any audit or inspection to be conducted under clause 14.22 and shall make (and ensure that each of its mandated auditors makes) reasonable endeavours to avoid causing (or, if it cannot avoid, to minimise) any damage, injury or disruption to the Contracted Processors' premises, equipment, personnel and business while its personnel are on those premises in the course of such an audit or inspection. A Contracted Processor need not give access to its premises for the purposes of such an audit or inspection:
- 14.24.1 to any individual unless he or she produces reasonable evidence of identity and authority;
  - 14.24.2 outside normal business hours at those premises, unless the audit or inspection needs to be conducted on an emergency basis and the Council undertaking an audit has given notice to the Supplier that this is the case before attendance outside those hours begins; or
  - 14.24.3 for the purposes of more than one audit or inspection, in respect of each Contracted Processor, in any calendar year, except for any additional audits or inspections which:
    - 14.24.3.1 the Council when undertaking an audit reasonably considers necessary because of genuine concerns as to the Supplier's compliance with this Agreement; or
    - 14.24.3.2 the Council is required or requested to carry out by Data Protection Law, a Supervisory Authority or any similar regulatory authority responsible for the enforcement of Data Protection Laws in any country or territory;
- where the Council when undertaking an audit has identified its concerns or the relevant requirement or request in its notice to the Supplier of the audit or inspection.
- 14.25 The parties acknowledge that nothing in this Agreement relieves the Processor of its own direct responsibilities and liabilities under the Data Protection Laws.
- 14.26 The Supplier will be liable for the following types of loss which will be regarded as direct and will be recoverable by the Council for any:

- 14.26.1 regulatory losses or fines arising directly from the Supplier's breach of Data Protection Law; and
  - 14.26.2 additional operational or administrative costs and expenses from any material breach of the Agreement;
  - 14.26.3 wasted expenditure or unnecessary charges the Council pays because of the Supplier's default;
  - 14.26.4 other liabilities suffered by the Council in connection with the loss of, corruption or damage to, or failure to deliver Council Data by the Supplier.
- 14.27 Notwithstanding the general obligations in clauses 14.1 to 14.26, the Supplier will:
- 14.27.1 enter into such data sharing agreements with the Council as it requires in such form as may be additionally set out in Schedule 2 Special Terms; and
  - 14.27.2 act in accordance with any specific data processing provisions and requirements of the Council as may be additionally set out in Schedule 2 Special Terms.

## 15 **Liability**

- 15.1 The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by the Council if and to the extent that it is caused by the negligence or wilful misconduct of the Council or by breach by the Council of its obligations under the Contract.
- 15.2 Subject always to clauses 15.3 and 15.4:
- 15.2.1 the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Contract, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to either 125% of the Charges paid or payable to the Supplier or such other sum as is set out in the Special Terms. This proviso shall not apply however if no such amount is recoverable due to the Supplier having been in breach if its obligations under clause 16 (Insurance) or of the terms of any insurance maintained in accordance therewith or having failed to report such circumstances of the claim to the insurers in question timeously; and
  - 15.2.2 except in the case of claims arising under clauses 10.3 and 21.9, in no event shall the Supplier be liable to the Council for any:
    - (a) loss of profits;
    - (b) loss of business;
    - (c) loss of revenue;
    - (d) loss of or damage to goodwill;
    - (e) loss of savings (whether anticipated or otherwise); and/or
    - (f) any indirect, special or consequential loss or damage.
- 15.3 Nothing in the Contract shall be construed to limit or exclude either Party's liability for:
- 15.3.1 death or personal injury caused by its negligence or that of its Staff;
  - 15.3.2 fraud or fraudulent misrepresentation by it or that of its Staff; or
  - 15.3.3 any other matter which, by law, may not be excluded or limited.
- 15.4 The Supplier's liability under the indemnity in clause 10.3 and 21.9 shall be unlimited.

## 16 **Insurance**

- 16.1 The Supplier shall at its own cost effect and maintain with a reputable insurance company a policy or policies of insurance providing as a minimum the levels of covers specified in the Special Terms ("the Required Insurances").
- 16.2 The Supplier shall give the Council, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the Required Insurances are in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 16.3 If, for whatever reason, the Supplier fails to give effect to and maintain the Required Insurances, the Council may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.
- 16.4 The terms of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the Contract.
- 16.5 The Supplier shall hold and maintain the Required Insurances for a minimum of six years following the expiration or earlier termination of the Contract.

## 17 **Force Majeure**

Neither Party shall have any liability under or be deemed to be in breach of the Contract for any delays or failures in performance of the Contract which result from circumstances beyond the reasonable control of the Supplier which amount to Force Majeure. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than 30 days, either Party may terminate the Contract by written notice to the other Party.

## 18 **Termination**

- 18.1 Without prejudice to any other right or remedy it might have, the Council may terminate the Contract by written notice to the Supplier with immediate effect if:
  - 18.1.1 the Supplier (without prejudice to clause 18.1.5), is in material breach of any obligation under the Contract which is not capable of remedy;
  - 18.1.2 the Supplier repeatedly breaches any of the terms and conditions of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Contract;
  - 18.1.3 the Supplier is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
  - 18.1.4 the Supplier undergoes a change of control within the meaning of section 1124 of the Corporation Tax Act 2010;
  - 18.1.5 the Supplier breaches any of the provisions of clauses 7.2, 12, 13, 14, 19, 21.1 and 23.1;
  - 18.1.6 the Supplier becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 18.1.5) in consequence of debt in any jurisdiction;
  - 18.1.7 if any of the provisions of Regulation 73(1) of the Public Contracts Regulations 2015 apply.

- 18.2 The Supplier shall notify the Council as soon as practicable of any change of control



as referred to in clause 18.1.4 or any potential such change of control.

- 18.3 In addition to the Supplier's statutory rights, the Supplier may terminate the Contract by written notice to the Council if the Council has not paid any undisputed amounts within 90 days of them falling due.
- 18.4 Termination or expiry of the Contract shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 3.3, 3.4, 10, 11.2, 12, 13, 14, 15, 16.5, 18.6, 21, 24.7 or any other provision of the Contract that either expressly or by implication has effect after termination, including provisions in the Special Terms.
- 18.5 The Council may terminate the Contract at any time by notice in writing to the Supplier to take effect on any date falling at least 1 month (or, if the Contract is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice, or as stated in the Special Terms.
- 18.6 Upon termination or expiry of the Contract, the Supplier shall:
  - 18.6.1 give all reasonable assistance to the Council and any incoming supplier of the Services; and
  - 18.6.2 return all requested documents, information and data to the Council as soon as reasonably practicable.
- 18.7 If this Contract is terminated in whole or in part under clause 18.5 the Council shall:
  - 18.7.1 be liable to pay to the Supplier only such elements of the Charges, if any, that have reasonably and properly been accrued in accordance with the Contract or the affected part of the Contract up to the time of the termination \*[together with any reasonable and proven commitments, liabilities or expenditure as may be detailed at, and in accordance with, section 17 (Termination) of the Special Terms] ("Termination Payment"). The Supplier shall submit a fully itemised and costed list of the Charges to the Council together with such supporting evidence as is requested by the Council; and/or
  - 18.7.2 be entitled to deduct from any Termination Payment due under this Contract any sum in respect of any loss or damage to the Council resulting from or arising out of the termination of this Contract. Such loss or damage shall include the reasonable costs to the Council of the time spent by its officers in terminating the Contract and in making alternative arrangements for the supply of the Goods and Services or any parts of them; and/or
  - 18.7.3 in the event that any sum of money owed by the Supplier to the Council (the Supplier's debt) exceeds any Termination Payment under this Contract then the Council shall, at its sole discretion, be entitled to recover the Supplier's debt as a civil debt.
- 18.8 If the Contract is terminated under clause 18.1.7 then the Parties will agree how the costs that are to be incurred by the Parties pursuant to such termination may be apportioned between them. Any dispute as to the apportionment of the costs under clause 18.1.7 and any Termination Payment due under clause 18.7.1 shall be dealt with in accordance with the dispute resolution procedure in clause 23.
- 18.9 On termination of this Contract for any reason the Supplier shall provide a single point of contact to coordinate the Supplier's activities and liaise with the Council to ensure that exit management activities are completed as agreed, including but not limited to using all reasonable endeavours to assist the Council to extract Council Data from the Supplier system to enable the Council to migrate the Council Data to a replacement system.
- 18.10 On termination of this Contract for any reason or where it has become necessary to

replace any part of the Supplier system on which the Council Data is stored the Supplier shall within the agreed timescales (no more than 30 days) provide written confirmation of the physical destruction of media containing Council Data to prevent accidental disclosure. The Supplier shall ensure that "Data Destruction Software" certified to recognised international standards, including but not limited to, CESG HMG Infosec Standard No: 5 Secure Sanitisation (Baseline and Enhanced) will be used to destroy the Council Data.

## 19 Compliance

- 19.1 The Supplier shall ensure that all Necessary Consents are in place to provide the Services and the Council shall not (unless otherwise agreed) incur any additional costs associated with obtaining, maintaining or complying with the same.
- 19.2 Where there is any conflict or inconsistency between the provisions of the Contract and the requirements of a Necessary Consent, then the latter shall prevail, provided that the Supplier has made all reasonable attempts to obtain a Necessary Consent in line with the requirements of the Services.
- 19.3 The Supplier shall promptly notify the Council of any health and safety hazards which may arise in connection with the performance of its obligations under the Contract. The Council shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Council's premises and which may affect the Supplier in the performance of its obligations under the Contract.
- 19.4 The Supplier shall:
  - 19.4.1 comply with the reasonable requirements of the Council's security arrangements;
  - 19.4.2 comply with all the Council's health and safety measures;
  - 19.4.3 comply with the requirements of the Health and Safety at Work Act 1974 and any other acts, orders, regulations or codes of practice relating to health and safety;
  - 19.4.4 if requested by the Council, supply the Council with a copy of the Supplier's Health and Safety policy statement;
  - 19.4.5 notify the Council immediately in the event of any incident occurring in the performance of its obligations under the Contract on the Council's premises where that incident causes any personal injury or damage to property which could give rise to personal injury;
  - 19.4.6 perform its obligations under the Contract in accordance with all applicable equality Law and the Council's equality and diversity policy as provided to the Supplier from time to time;
  - 19.4.7 take all reasonable steps to secure the observance of clause 19.4.6 by all Staff;
  - 19.4.8 provide the Services in accordance with the Council's environmental policy as provided from time to time; and
  - 19.4.9 comply with any social value provisions set out in the Special Terms.
- 19.5 The Supplier will provide the Council on demand, at no cost to the Council and within such reasonable time which the Council may stipulate, with such Employee Liability Information regarding the terms and conditions of its Staff involved in the provision of the Services as the Council may reasonably require in order for the Council to decide whether the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) (or as may be amended) apply upon expiry or termination of this Contract and/or so that the Council can make appropriate provision in any future tender

documentation for the Services and or related services. Information disclosed to the Council pursuant to the clause shall not be used for any other purpose without the consent of the Supplier.

## **20 Warranties and Representation**

### **20.1 The Supplier acknowledges and confirms that:**

20.1.1 it has had an opportunity to carry out a thorough due diligence exercise in relation to the Services and has asked the Council all the questions it considers to be relevant for the purpose of establishing whether it is able to provide the Services in accordance with the terms of this Contract;

20.1.2 it has received all information requested by it from the Council pursuant to clause 20.1.1 to enable it to determine whether it is able to provide the Services in accordance with the terms of this Contract;

20.1.3 it has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to it by or on behalf of the Council pursuant to clause 20.1.1;

20.1.4 it has raised all relevant due diligence questions with the Council before the Commencement Date; and

20.1.5 it has entered into this Contract in reliance on its own due diligence.

### **20.2 Save as provided in this Contract, no representations, warranties or conditions are given or assumed by the Council in respect of any information which is provided to the Supplier by the Council and any such representations, warranties or conditions are excluded, save to the extent that such exclusion is prohibited by law.**

### **20.3 The Supplier warrants and represents that:**

20.3.1 as at the Commencement Date, all information contained in the Tender remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Council prior to execution of the Contract;

20.3.2 it shall promptly notify the Council in writing if it becomes aware during the performance of this Contract of any inaccuracies in any information provided to it by the Council during such due diligence which materially and adversely affects its ability to perform the Services;

20.3.3 it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under the Contract;

20.3.4 no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue; and

20.3.5 it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Contract.

- 20.4 The Supplier shall not be entitled to recover any additional costs from the Council which arise from, or be relieved from any of its obligations as a result of, any matters or inaccuracies notified to the Council by the Supplier in accordance with clause 20.3.2 save where such additional costs or adverse effect on performance have been caused by the Supplier having been provided with fundamentally misleading information by or on behalf of the Council and the Supplier could not reasonably have known that the information was incorrect or misleading at the time such information was provided. If this exception applies, the Supplier shall be entitled to recover such reasonable additional costs from the Council or shall be relieved from performance of certain obligations as shall be agreed in writing between the Parties.
- 20.5 Nothing in this clause 20 shall limit or exclude the liability of the Council for fraud or fraudulent misrepresentation.

## **21 Prevention of Fraud and Corruption**

### **21.1 The Supplier:**

- (a) shall not, and shall procure that any Supplier Staff shall not in connection with this Contract commit a Prohibited Act; and
  - (b) warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Council, or that an agreement has been reached to that effect, in connection with the execution of this Contract, excluding any arrangement of which full details have been disclosed in writing to the Council before execution of this Contract.
- 21.2 The Supplier shall have an anti-bribery policy (which shall be disclosed to the Council on request) to prevent any Staff from committing a Prohibited Act and shall enforce it where appropriate.
- 21.3 If any breach of clause 21.1 is suspected or known, the Supplier must notify the Council immediately.
- 21.4 If the Supplier notifies the Council that it suspects or knows that there may be a breach of clause 21.1 the Supplier must respond promptly to the Council's enquiries, co-operate with any investigation by the Council to audit books, records and any other relevant documentation.
- 21.5 The Council may terminate this Contract by written notice with immediate effect if the Supplier or any Staff (in all cases whether or not acting with the Supplier's knowledge) breaches clause 21.1.
- 21.6 Any notice of termination under clause 21.5 must specify:
- (a) the nature of the Prohibited Act;
  - (b) the identity of the party whom the Council believes has committed the Prohibited Act; and
  - (c) the date on which this Contract will terminate.
- 21.7 Any dispute relating to:
- (a) the interpretation of clause 21.1; or
  - (b) the amount or value of any gift, consideration or commission,
- shall be determined by the Council and its decision shall be final and conclusive.
- 21.8 Any termination under clause 21.5 shall be without prejudice to any right or remedy that has already accrued, or subsequently accrues, to the Council.
- 21.9 If there is any breach of this clause 21 by the Supplier the Council may terminate the Contract and recover from the Supplier the amount of any loss suffered by the Council

resulting from the termination, including the cost reasonably incurred by the Council or making other arrangements for the supply of the Services and any additional expenditure incurred by the Council throughout the remainder of the Contract.

## **22 Compliance with Anti-Slavery and Human Trafficking Laws**

22.1 In performing its obligations under the Contract, the Supplier shall:

- (a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015;
- (b) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK;
- (c) include in contracts with its direct subcontractors and suppliers provisions which are at least as onerous as those set out in this clause 22;
- (d) notify the Council as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this agreement;
- (e) maintain a complete set of records to trace the supply chain of all Services provided to the Council in connection with the Contract; and
- (f) permit the Council and its third party representatives to inspect the Supplier's premises, records, and to meet the Supplier's personnel to audit the Supplier's compliance with its obligations under this clause 22.

22.2 The Supplier represents and warrants that it has not been convicted of any offence involving slavery and human trafficking; nor has it been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.

22.3 The Council may terminate the Contract with immediate effect by giving written notice to the Supplier if the Supplier commits a breach of this clause 22.

## **23 Dispute Resolution**

23.1 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 an appropriately senior representative of each Party.

23.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 0, the dispute may by Contract between the Parties be referred to a neutral adviser or mediator (the "Mediator") chosen by Contract between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.

23.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written Contract resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

## **24 General**

24.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and

perform its obligations under the Contract, and that the Contract is executed by its duly authorised representative.

- 24.2 A person who is not a party to the Contract shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
- 24.3 The Contract cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 24.4 The Contract contains the whole Contract between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Contract on the basis of any representation that is not expressly incorporated into the Contract. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 24.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Contract shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Contract.
- 24.6 The Contract shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Contract. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 24.7 Except as otherwise expressly provided by the Contract, all remedies available to either Party for breach of the Contract (whether under the Contract, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 24.8 If any provision of the Contract is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Contract and rendered ineffective as far as possible without modifying the remaining provisions of the Contract, and shall not in any way affect any other circumstances of or the validity or enforcement of the Contract.

## **25 Notices**

- 25.1 Any notice to be given under the Contract shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 25.3, e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this clause.
- 25.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An e-mail shall be deemed delivered when sent unless an error message is received.
- 25.3 Notices under clauses 17 (Force Majeure) and 18 (Termination) may be served by e-mail only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 25.1.

## **26 Governing Law and Jurisdiction**

The validity, construction and performance of the Contract, and all contractual and non contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

## SCHEDULE 2

### SPECIAL TERMS AND CONDITIONS OF CONTRACT

For the purposes of the Contract, the Council and the Supplier agree the following Special Terms:

<b>1.Term:</b>	<p>Commencement Date: 24<sup>th</sup> February 2022</p> <p>Expiry Date: 23<sup>rd</sup> February 2023</p> <p>Council Option to Extend: Yes</p> <p>The Council may extend the Contract for a period of up to 12 months by giving not less than [10] Working Days' notice in writing to the Supplier prior to the Expiry Date. The Conditions shall apply throughout any such extended period.</p>
<b>2. The Services - Specification:</b>	Schedule 3 [the Specification] as provided for by the Council via the Chest on 2 <sup>nd</sup> February 2022.
<b>3. Place of Performance/Delivery</b>	<p>The Services will be provided at:</p> <p>Non-Council premises at: Various borough Leisure Centres or Town Halls AND/OR:</p> <p>Council Premises ("<b>the Premises</b>") for the purposes of the definitions and Clause 6 of the Terms and Conditions Schedule 1 of the Contract at: Various Council offices such as Westfields Sandbach; Macclesfield Town Hall</p> <p>Note: Per meeting requirement the supplier will be informed of the planned location</p>
<b>4. Key Personnel</b>	<p>The following persons are Key Personnel for the purposes of the Contract:</p> <p>Rachel Graves Democratic Services Officer</p>
<b>5. Charges for the Services shall be as set out in:</b>	Schedule 4 (Pricing Schedule)/as provided for in the Supplier's quotation dated 9 <sup>th</sup> February 2022 14:19
<b>6. Liability</b>	Insert details of any increase in liability cap beyond 125% - no change
<p><b>7. Insurances required in accordance with clause 18 of the Terms and Conditions</b></p> <p><b>Public Liability Insurance</b></p> <p><b>Employers Liability Insurance</b></p>	<p>With a limit of indemnity of not less than <b>£5 Million</b> in relation to any one claim or series of claims</p> <p>With a limit of indemnity of not less than</p>



<b>Professional Indemnity Insurance</b>	<p><b>£10 Million</b> in relation to any one claim or series of claims</p> <p>With a limit of indemnity of not less than <b>£1 Million</b> in relation to any one claim or series of claims</p>
<p><b>8. The addresses for notices of the Parties are:</b></p> <p><b>Council:</b></p>	<p>Cheshire East Borough Council Westfields, Middlewich Road, Sandbach, CW11 1HZ</p> <p>Attention: Rachel Graves</p> <p>Email: <a href="mailto:rachel.graves@cheshireeast.gov.uk">rachel.graves@cheshireeast.gov.uk</a></p>
<b>Supplier:</b>	<p>B.S.B. (Sound) Limited, Unit 1, Maer Lane Industrial Estate, Llewellyn Roberts Way, MARKET DRAYTON, TF9 1QS</p> <p>Attention: Martin Bickley</p> <p>Email: <a href="mailto:martin@bsbsound.co.uk">martin@bsbsound.co.uk</a></p>
<b>9. Liaison</b>	<p>For general liaison your contact will continue to be Rachel Graves <a href="mailto:rachel.graves@cheshireeast.gov.uk">rachel.graves@cheshireeast.gov.uk</a> or, in their absence, Katie Small <a href="mailto:katie.small@cheshireeast.gov.uk">katie.small@cheshireeast.gov.uk</a></p>
<b>10. Payment</b>	<p>All invoices should be sent, quoting a valid purchase order number (PO Number), to: <a href="mailto:supplier@ecwip.co.uk">supplier@ecwip.co.uk</a> or [Cheshire East Council, Cheshire Shared Services Payments Section, Purchasing &amp; Exchequer, PO Box 3655, Chester, CH1 9PP.</p> <p>To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, and the details (name and telephone number) of your Council contact (i.e. the person named in 8 above (Liaison)). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to <a href="mailto:supplier@ecwip.co.uk">[supplier@ecwip.co.uk]</a> or by telephone [01244 972 511] between 09:00-17:00 Monday to Friday.</p>
<b>11. Processing of Personal Data (clause 14.4)</b>	See Annex One: Details of Processing of Council Personal Data
<b>12 to 18 Sections not used</b>	
<b>19. Information held by the Supplier on behalf of the Council (for FOIA purposes) (clause 13)</b>	See Annex Two: Details of Information held by the Supplier on behalf of the Council for FOIA purposes

<b>20. Signature</b>	Each party agrees to sign this Contract by electronic signature (whatever form the electronic signature takes) and that this method of signature is as conclusive of its intention to be bound by this Contract as if signed by each party's manuscript signature.
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## ANNEX 1

### DETAILS OF PROCESSING OF COUNCIL PERSONAL DATA

**ANNEX 1 is not applicable for this contract. It is left blank.**

This Annex 1 includes certain details of the Processing of Council Personal Data as required by Article 28(3) UK GDPR.

<b>Contract Title</b>	<b>[Insert contract title here]</b>
<b>Subject matter and duration of the Processing of Council Personal Data</b>	The subject matter and duration of the Processing of Council Personal Data are set out in this Agreement
<b>The nature of the Processing of Council Personal Data</b>	<b>[Include description here]</b> <i>[Please be as specific as possible, but make sure that you cover all intended purposes. The <b>nature</b> of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.]</i>
<b>The purpose of the Processing of Council Personal Data</b>	<b>[Include description here]</b> <i>[Please be as specific as possible, but make sure that you cover all intended purposes. The <b>purpose</b> might include: employment processing, statutory obligation, recruitment assessment etc.]</i>
<b>The categories of Council Personal Data to be Processed</b>	<b>[Include list of data categories here]</b> <i>[Examples include: Pension details, benefit details, disability details, ethnicity, employment history, bank details, annual leave details, pay details, qualifications, lifestyle information]</i>
<b>The categories of Data Subject to whom Council Personal Data relates</b>	<b>[Include categories of data subjects here]</b> <i>[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc.]</i>
<b>The obligations and rights of the Council</b>	The obligations and rights of the Council are set out in this Agreement.

## ANNEX 2

### DETAILS OF INFORMATION HELD BY THE SUPPLIER ON BEHALF OF THE COUNCIL

This Annex 2 includes certain details of information held by the Supplier on behalf of the Council for the purposes of FOIA.

<b>Contract Title</b>	Public Address system for Council meetings
<b>The categories of certain information which the Council has placed in the custody of the Supplier</b>	Audio recording of meeting
<b>The categories of certain information held by the Supplier on behalf of the Council</b>	<p>The recording will contain the names of the members of the public speaking at the meeting and of the Councillors in attendance.</p> <p>The Democratic Services Privacy Notice set out the details of why this information is collected and use of it.</p> <p><a href="http://cheshireeast.gov.uk/Democratic_Services_privacy_notice">Democratic Services privacy notice (cheshireeast.gov.uk)</a></p>
<b>Specific arrangements for the Council to access certain information in the custody of the Supplier if a request is made under FOIA</b>	The supplier to provide an audio recording of the meeting within one day of the meeting and to delete their copy on the 10th working day following the meeting.
<b>Supplier information that the Supplier has identified to the Council as being Commercially Sensitive Information</b>	None specified by the Supplier

### **SCHEDULE 3**

### **SPECIFICATION**

The Specification published by the Council via the Chest on  
2<sup>nd</sup> February 2022 of publication of the Specification  
will be deemed incorporated into the Contract

#### **Provision of Public Address system for Council meetings.**

To supply, set up, operation of, and take down a Public Address system for full Council meetings of Cheshire East Council.

There are 5 meetings of full Council scheduled each municipal year in May, July, October, December and February.

***The first meeting is the 24<sup>th</sup> February 2022 at the Sports Hall in the Crewe Lifestyle Centre. Room access from 12 noon and meeting starts at 3pm.***

However, there are provisions in the Council's Constitution to allow for the additional meetings to be arranged as and when required. To allow for this, this contract will be for the provision of a Public Address system for the 5 schedule meetings plus 2 possible additional meetings. Please note that for the additional meetings, the notice period for the meetings taking place can as short as 14 days.

The meetings at present are being held in the Sports Halls at Leisure Centres or large meeting rooms in Town Hall type buildings across the borough of Cheshire East.

At a typical meeting the following people would be present:

- 82 elected Cheshire East Councillors
- Approximately 15 officers from Cheshire East Council
- Members of the public and press – this can vary with current attendance being approximately 15 people but we could expect 30+ people at other meetings.

Due to the present covid pandemic the requirement is to provide a wireless microphone system with 90 microphones. Under 'normal' requirements a corded system is acceptable.

In addition, a microphone on a stand is required to allow public speakers to address the meeting.

We expect handheld microphones for use as a backup if the wireless system fails at any council meeting being managed by the winning bidder.

The sound system is required to be linked to speakers around the room to ensure that the sound can be heard by all those in attendance at the meeting.

The Council uses a tablet to audio webcast the meeting via the app Audiominutes.

The tablet is required to be connected to the sound system (via a 3.5mm stereo audio cable) so that it can pick up the sound from the microphones for the webcast.

In addition, as a backup an audio recording of the meeting is required and once a copy has been provided the copy held can be deleted.

## SCHEDULE 4

### PRICING SCHEDULE

#### Pricing Matrix for Contract - Public Address system for council meetings

	As per specification using corded microphones (50 MAX)	As per specification using cordless microphones	
Price (£) per meeting	£ 2,160	£ 3,420	ALL PRICES PLUS VAT
Total cost per 5+2 mtgs/yr	£ 15,120	£ 23,940	
Total Contract Value 1yr + 1yr extension	£ 30,240	£ 47,880	
Comparison for evaluation		£ 78,120	

#### Instructions

Only add in values in the green boxes

Red boxes calculate the total cost for

5 + 2 (7 meetings) meetings per year

Total contract costs (2 years)

Comparison to be used to compare quotes - added costs for both microphone types over the full contract length

**SCHEDULE 5**  
**SUPPLIER'S TENDER**

See attached



## Cheshire East Borough Council

### RESPONSE DOCUMENT

### REQUEST FOR QUOTATION

### CONTRACT FOR THE PROVISION OF Public Address system for Council meetings

**PERIOD: 24<sup>th</sup> Feb 2022 to 23<sup>rd</sup> Feb 2023 with 1 x 12  
month extension**

**CHEST REF: DN595543**

**INTERNAL REF: 21 205**

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<b>Name of Bidder</b>	B. S. .B. (Sound) Ltd
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Version 22

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## **CHECKLIST FOR BIDDERS**

This is the RFQ Response Document, Failure to provide all of the items in the following checklist may cause your Quote to be non-compliant and not considered.

<b>Schedule</b>	<b>Item</b>	<b>Included in Quote?</b>
1	Form of Tender and certificate of non-collusion & non-canvassing	<input type="checkbox"/>
2	Standard Selection Questionnaire (SQ)	<input type="checkbox"/>
3	Pricing Schedule	<input type="checkbox"/>
4	Compliance with Specification & Scope of requirements	<input type="checkbox"/>
5	RFQ qualitative evaluation questions	<input type="checkbox"/>
6	Declaration	<input type="checkbox"/>



**Cheshire East Borough Council**  
**Provision of Public Address system for Council meetings**  
**Period: 24.02.22 –23.02.23 with 1 x 12 months option to extend**

**SCHEDULE 1 - FORM OF TENDER and CERTIFICATE OF  
NON-COLLUSION & NON-CANVASSING**

**Description of goods/works/services ("the Contract")**

To: Cheshire East Borough Council ("the Council")  
(Via 'The Chest')

For the Attention of: **Michael Lees**

Date: 09/02/2022

Dear Sir/Madam,

I/We the undersigned, hereby tender and offer to provide the Contract as listed below which is more particularly referred to in the Request for Quotation ("RFQ") supplied to me/us for the purpose of tendering for the provision of the Contract and upon the terms thereof.

Attached to this Form of Tender are the following:

1. My/our response to the requirements of the RFQ.
2. The completed Pricing Schedule.
3. Completed Information Assurance - DATA Security Questionnaire v5.1

I/We confirm that I/we can supply the Contract as specified in the RFQ at the **total costs of £78,120.00 (excluding VAT)** submitted within the Pricing Schedule herein.

I/We confirm that we accept the Contract as issued with the RFQ.

I/We undertake in the event of acceptance of our Tender to execute the Contract within the timescales stipulated.

I/We understand that the Council reserves the right to accept or refuse this Tender whether it is lower, the same, or higher than any other Tender.

I/We confirm that the information supplied to you and forming part of this Tender including (for the avoidance of doubt) any information supplied to you

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as part of my/our initial expression of interest in tendering, was true when made and remains true and accurate in all respects.

I/We confirm that this Tender will remain valid for 90 days from the date of this Form of Tender.

I/We confirm and undertake that if any of such information becomes untrue or misleading that I/we shall notify you immediately and update such information as required.

I/We confirm that the undersigned are authorised to commit the Tenderer to the contractual obligations contained in the Invitation to Tender and the Contract.

### **Statement of non-canvassing**

I/we hereby certify that I/we have not canvassed any member, Director, employee, representative or adviser of the Council in connection with the proposed award of the Contract by the Council, and that no person employed by me/us or acting on my/our behalf, or advising me/us, has done any such act.

I/we further hereby undertake that I/we will not canvass any member, Director, employee, representative or adviser of the Council in connection with the award of the Contract and that no person employed by me/us or acting on my/our behalf, or advising me/us, will do any such act.

### **Statement of non-collusion**

The essence of selective tendering for the Contract is that the Council shall receive bona fide competitive Tenders from all Tenderers.

In recognition of this principle, I/we certify that this is a bona fide offer, intended to be competitive and that I/we have not fixed or adjusted the amount of the offer in accordance with any agreement or arrangement with any other person (except any sub-contractor identified in this offer).

I/we also certify that I/we have not done, and undertake that I/we will not do, at any time any of the following acts:

- (a) communicate to a person other than the Council, the amount or approximate amount of my/our proposed offer except where the disclosure in confidence of the approximate value of the Tender was essential to obtain insurance premium quotations required for the preparation of the Tender; or
- (b) enter into any agreement or agreements with any other person that they shall refrain from tendering or as to the amount of any offer submitted by them; or



- (c) offer or agree to pay or give or actually pay or give any sum of money, inducement or valuable consideration, directly or indirectly, to any person for doing or having done or having caused to be done in relation to any other offer or proposed offer, any act or omission.
- (d) committing any offence under the Bribery Act 2010 or any subordinate legislation made under that Act from time to time.

<http://www.legislation.gov.uk/ukpga/2010/23/contents>

I/we agree that there is a requirement to disclose and declare any direct or Indirect financial or non financial interest in an organisation, company, or other body that is doing business with, or has dealings with, the council and where this may affect and/or could bring about a conflict with the Council's interest.

I/we should notify this to the Council and that failure to disclose or declare such an interest could result in the contract being terminated.

I/we agree that the Council may, in its consideration of the offer and in any subsequent actions, rely upon the statements made in this Certificate.

Signed \_\_\_\_\_

Name: Martin Bickley

Position Director

For and on behalf of **[Tenderer(the Bidder)]**

B. S. B. (Sound) Ltd



**Cheshire East Borough Council**  
**Provision of Public Address system for Council meetings**  
**Period: 24.02.22 –23.02.23 with 1 x 12 months option to extend**

**SCHEDULE 2: STANDARD SELECTION QUESTIONNAIRE (SQ)**

This Standard Selection Questionnaire ("SQ") has been issued by the Authority in connection with a tender under Part 4 of the Public Contracts Regulations 2015 ("the Regulations"). The principles of the Public Contract Regulations 2015 will be followed. Your response to the SQ will be used by the Authority to understand the nature of the bidding organisation.

**Notes for completion**

Please ensure that you complete this SQ fully, as requested as part of the tender submission. Failure to do so may result in your tender being disqualified. If the question does not apply to you please write N/A; if you do not know the answer please write N/K.

- "Authority" means the purchasing organisation that is seeking to award a contract.
- "You"/ "Your" or "Supplier" means the business or company which is completing this SQ.

**Verification of Information Provided**

Please do not send any supporting documents with your tender.

**However, the Authority may ask to see these documents at a later stage, so it is advisable you ensure they can be made available upon request.**

You may also be asked to clarify your answers or provide more details about certain issues.

**For further assistance, please refer to the RFQ Guidance Document.**

**NOTE TO ORGANISATION:**

- Schedule 2 Selection Questionnaire will be **marked based on pass and fail**.
- Applicants will fail **on incomplete responses**. Tenders that fail Schedule 2 will not be evaluated any further.
- Questions marked 'for information only' will not be assessed however they must still be answered in full.
- Where you are asked to mark an 'X' to indicate your answer, please double click the grey box and select 'checked'. Try it here ☒
- Failure to answer a question which is **scored** will result in a score of zero for that question.
- Failure to provide an **acceptable explanation** with any **Fail** Questions answered will fail on Schedule 2 as a result.
- Tenderers are therefore strongly advised to ensure they answer all questions within each section

**Potential Supplier Information and Exclusion Grounds: Part 1 and Part 2.**

The standard Selection Questionnaire is a self-declaration, made by you (the potential supplier), that you do not meet any of the grounds for exclusion<sup>1</sup>. If there are grounds for exclusion, there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning).

A completed declaration of Part 1 and Part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusions grounds. Consequently we require all the organisations that you will rely on to meet the selection criteria to provide a completed Part 1 and Part 2. For example these could be parent companies, affiliates, associates, or essential sub-contractors, if they are relied upon to meet the selection criteria. This means that where you are joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Sub-contractors that you rely on to meet the selection criteria must also complete a self-declaration (although sub-contractors that are not relied upon do not need to complete the self-declaration).

When completed, this form is to be sent back to the contact point given in the procurement documents along with the selection information requested in the procurement documentation.

**Supplier Selection Questions: Part 3**

The procurement document will provide instructions on the selection questions you need to respond to and how to submit those responses. If you are bidding on behalf of a group (consortium) or you intend to use sub-contractors, you should complete all of the selection questions on behalf of the consortium and/or any sub-contractors.

If the relevant documentary evidence referred to in the Selection Questionnaire is not provided upon request and without delay we reserve the right to amend the contract award decision and award to the next compliant bidder.

**Consequences of misrepresentation**

If you seriously misrepresent any factual information in filling in the Selection Questionnaire, and so induce an authority to enter into a contract, there may be

<sup>1</sup> For the list of exclusion please see [https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/551130/List\\_of\\_Mandatory\\_and\\_Discretionary\\_Exclusions.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf)



significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.



**Cheshire East Borough Council**  
**Provision of Public Address system for Council meetings**  
**Period: 24.02.22 –23.02.23 with 1 x 12 months option to extend**

**Notes for completion**

1. The “authority” means the contracting authority, or anyone acting on behalf of the contracting authority, that is seeking to invite suitable candidates to participate in this procurement process.
2. “You” / “Your” refers to the potential supplier completing this standard Selection Questionnaire i.e. the legal entity responsible for the information provided. The term “potential supplier” is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 (referred to as the “regulations”) and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
3. Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state ‘N/A’. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.
4. The authority recognises that arrangements set out in section 1.2 of the standard Selection Questionnaire, in relation to a group of economic operators (for example, a consortium) and/or use of sub-contractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the authority immediately of any change in the proposed arrangements and ensure a completed Part 1 and Part 2 is submitted for any new organisation relied on to meet the selection criteria. The authority will make a revised assessment of the submission based on the updated information.
5. For Part 1 and Part 2 every organisation that is being relied on to meet the selection must complete and submit the self-declaration.
6. All sub-contractors are required to complete Part 1 and Part 2<sup>2</sup>.
7. For answers to Part 3 - If you are bidding on behalf of a group, for example, a consortium, or you intend to use sub-contractors, you should complete all of the questions on behalf of the consortium and/ or any sub-contractors, providing one composite response and declaration.

The authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the regulations, or pursuant to an order of the court or demand made by any competent authority or body where the authority is under a legal or regulatory obligation to make such a disclosure.

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<sup>2</sup> See PCR 2015 regulations 71 (8)-(9)



## Part 1: Potential supplier Information

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

Section 1	Potential supplier information	
Question number	Question	Response
1.1(a)	Full name of the potential supplier submitting the information	B. S. B. (Sound) Ltd
1.1(b) – (i)	Registered office address (if applicable)	Unit 1, Llewellyn Roberts Way, Maer Lane, Market Drayton. TF9 1QS
1.1(b) – (ii)	Registered website address (if applicable)	www.bsbsound.co.uk
1.1(c)	Trading status a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector g) other (please specify your trading status)	
1.1(d)	Date of registration in country of origin	01/09/2006
1.1(e)	Company registration number (if applicable)	05855632
1.1(f)	Charity registration number (if applicable)	
1.1(g)	Head office DUNS number (if applicable)	
1.1(h)	Registered VAT number	GB278335725
1.1(i) - (i)	If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
1.1(i) - (ii)	If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s).	CHAS: CHAS-112360 NIC: 012332000
1.1(j) - (i)	Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
1.1(j) - (ii)	If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this.	



1.1(k)	Trading name(s) that will be used if successful in this procurement	B. S. B. (Sound) Ltd
1.1(l)	Relevant classifications (state whether you fall within one of these, and if so which one) a) Voluntary Community Social Enterprise (VCSE) b) Sheltered Workshop c) Public service mutual	n/a
1.1(m)	Are you a Small, Medium or Micro Enterprise (SME) <sup>3</sup> ?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
1.1(n)	Details of Persons of Significant Control (PSC), where appropriate: <sup>4</sup> - Name; - Date of birth; - Nationality; - Country, state or part of the UK where the PSC usually lives; - Service address; - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used); - Which conditions for being a PSC are met; - Over 25% up to (and including) 50%, - More than 50% and less than 75%, - 75% or more. <sup>5</sup>  (Please enter N/A if not applicable)	Martin Bickley 14/09/1982 English England Unit 1 Llewellyn Roberts Way, Maer Lane, Market Drayton. TF9 1QS. 06.04.2016 Over 25%.  NB: In process of changing information to the above as existing PSC is now deceased.
1.1(o)	Details of immediate parent company:  - Full name of the immediate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable)  (Please enter N/A if not applicable)	n/a
1.1(p)	Details of ultimate parent company:	n/a

<sup>3</sup> See EU definition of SME: <http://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition/>

<sup>4</sup> UK companies, Societates European (SEs) and limited liability partnerships (LLPs) will be required to identify and record the people who own or control their company. Companies, SEs and LLPs will need to keep a PSC register, and must file the PSC information with the central public register at Companies House. [See PSC guidance](#).

<sup>5</sup> Central Government contracting authorities should use this information to have the PSC information for the preferred supplier checked before award.



	<ul style="list-style-type: none"><li>- Full name of the ultimate parent company</li><li>- Registered office address (if applicable)</li><li>- Registration number (if applicable)</li><li>- Head office DUNS number (if applicable)</li><li>- Head office VAT number (if applicable)</li></ul> <p>(Please enter N/A if not applicable)</p>	
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Please note: A criminal record check for relevant convictions may be undertaken for the preferred suppliers and the persons of significant in control of them.



Please provide the following information about your approach to this procurement:

Section 1	Bidding model					
Question number	Question	Response				
1.2(a) - (i)	Are you bidding as the lead contact for a group of economic operators?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>  If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3.  If no, and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3.				
1.2(a) - (ii)	Name of group of economic operators (if applicable)	n/a				
1.2(a) - (iii)	Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure.	n/a				
1.2(b) - (i)	Are you or, if applicable, the group of economic operators proposing to use sub-contractors?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>				
1.2(b) - (ii)	If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well.					
	Name	M & R Communicati ons Ltd				
	Registered address	7 Bell Industrial Estate, 50 Cunnington Street, London. W4 5HB				
	Trading status	Active				
	Company registration number	1579368				
	Head Office DUNS number (if applicable)					

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Registered number	VAT	341350983				
Type of organisation		Ltd				
SME (Yes/No)		No				
The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables		Supply of hire equipment.				
The approximate % of contractual obligations assigned to each sub-contractor		49%				

### Contact details and declaration

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation's suitability to be invited to participate further in this procurement.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

Section 1	Contact details and declaration	
Question number	Question	Response
1.3(a)	Contact name	Martin Bickley
1.3(b)	Name of organisation	B. S. B. (Sound) Ltd
1.3(c)	Role in organisation	Director
1.3(d)	Phone number	07739 774178
1.3(e)	E-mail address	martin@bsbsound.co.uk
1.3(f)	Postal address	Unit 1, Llewellyn Roberts Way, Maer Lane, Market Drayton. TF9 1QS
1.3(g)	Signature (electronic is acceptable)	M. Bickley
1.3(h)	Date	09.02.22

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## Part 2: Exclusion Grounds

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

**Please refer to Annex A in the Guidance Document for further information.**

Section 2	Grounds for mandatory exclusion (This question is to be scored on a pass/fail basis.)	
Question number	Question	Response
2.1(a)	<b>Regulations 57(1) and (2)</b> The detailed grounds for mandatory exclusion of an organisation are set out on this <a href="#">web page</a> , which should be referred to before completing these questions.  Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the <a href="#">webpage</a> .	
	Participation in a criminal organisation.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes please provide details at 2.1(b)
	Corruption.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes please provide details at 2.1(b)
	Terrorist offences or offences linked to terrorist activities	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes please provide details at 2.1(b)
	Money laundering or terrorist financing	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes please provide details at 2.1(b)
	Child labour and other forms of trafficking in human beings	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes please provide details at 2.1(b)
2.1(b)	If you have answered yes to question 2.1(a), please provide further details.  Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction,  Identity of who has been convicted  If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents.	



2.2	If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion ? (Self Cleaning)	Yes <input type="checkbox"/> No <input type="checkbox"/>
2.3(a)	<b>Regulation 57(3)</b> Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
2.3(b)	If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines.	

Please Note: The authority reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.

Section 3 Grounds for discretionary exclusion (This question is to be scored on a pass/fail basis.)		
	Question	Response
3.1	<b>Regulation 57 (8)</b> The detailed grounds for discretionary exclusion of an organisation are set out on this <a href="#">web page</a> , which should be referred to before completing these questions. Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation.	
3.1(a)	Breach of environmental obligations?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes please provide details at 3.2
3.1 (b)	Breach of social obligations?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes please provide details at 3.2
3.1 (c)	Breach of labour law obligations?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes please provide details at 3.2
3.1(d)	Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes please provide details at 3.2
3.1(e)	Guilty of grave professional misconduct?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes please provide details at 3.2
3.1(f)	Entered into agreements with other economic operators aimed at distorting competition?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes please provide details at 3.2
3.1(g)	Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes please provide details at 3.2
3.1(h)	Been involved in the preparation of the procurement procedure?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes please provide details at 3.2
3.1(i)	Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes please provide details at 3.2





3.1(j)	Please answer the following statements	
3.1(j) - (i)	The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes please provide details at 3.2
3.1(j) - (ii)	The organisation has withheld such information.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes please provide details at 3.2
3.1(j) -(iii)	The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes please provide details at 3.2
3.1(j)-(iv)	The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes please provide details at 3.2
3.2	If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning)	

## Part 3: Selection Questions<sup>6</sup>

<b>Section 4</b>	<b>Economic and Financial Standing</b> (This question is to be scored on a pass/fail basis.)	
	Question	Response
<b>4.1</b>	Are you able to provide a copy of your audited accounts for the last two years, if requested? If no, can you provide <b>one</b> of the following: answer with Y/N in the relevant box.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	(a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(c) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>4.2</b>	Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering 'Yes' or 'No' that you meet the requirements set out.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

<b>Section 5</b>	<b>If you have indicated in the Selection Questionnaire question 1.1(o) and/or 1.1(p) that you are part of a wider group, please provide further details below:</b> (This question is to be scored on a pass/fail basis.)	
<b>Name of organisation</b>		
<b>Relationship to the Supplier completing these questions</b>		
<b>5.1</b>	Are you able to provide parent company accounts if requested to at a later stage?	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>5.2</b>	If yes, would the parent company be willing to provide a guarantee if necessary?	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>5.3</b>	If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)?	Yes <input type="checkbox"/> No <input type="checkbox"/>

<sup>6</sup> [See Action Note 8/16 Updated Standard Selection Questionnaire](#)

<b>Section 6</b>	<b>Technical and Professional Ability</b> (This question is to be scored on a pass/fail basis.)		
<b>6.1</b>	<p><b>Relevant experience and contract examples</b></p> <p>Please provide details of up to three contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past five years.</p> <p>The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.</p> <p>Consortia bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).</p> <p>Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or sub-contractor(s) who will deliver the contract.</p> <p>If you cannot provide examples see question 6.3</p>		
	<b>Contract 1</b>	<b>Contract 2</b>	<b>Contract 3</b>
<b>Name of customer organisation</b>	Cheshire Council		
<b>Point of contact in the organisation</b>			
<b>Position in the organisation</b>			
<b>E-mail address</b>			
<b>Description of contract</b>	Hire of microphones for public council meetings		
<b>Contract Start date</b>	2010		
<b>Contract completion date</b>	2021		
<b>Estimated contract value</b>	£25,000.00		



<b>6.2</b>	<p>Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s)</p> <p>Evidence should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries)</p>
	<p>We have a close, strong working relationship with this particular sub-contracted supplier and we communicate frequently via email and telephone. We have computerised evidence of accounts with this chosen supplier dating back to 2018, with written accounts going back further than this and have no history of late payment or failure to supply goods, as is evidence by our previous commitments to yourselves.</p>
<b>6.3</b>	<p>If you cannot provide at least one example for questions 6.1, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up or you have provided services in the past but not under a contract.</p>

<b>Section 7</b>	<b>Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015<sup>7</sup></b> (This question is to be scored on a pass/fail basis.)	
<b>7.1</b>	Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")?	Yes <input checked="" type="checkbox"/> N/A <input type="checkbox"/>
<b>7.2</b>	If you have answered yes to question 1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015?	Yes <input checked="" type="checkbox"/> Please provide relevant the url ...  No <input type="checkbox"/> Please provide an explanation

<sup>7</sup> [Procurement Policy Note 9/16 Modern Slavery Act 2015](#)



## 8 Additional SQ modules

### 8) - Project specific questions to assess Technical and Professional Ability

Section 8 will be marked on **pass/fail** basis and weightings are identified individually for each question where applicable.

#### Introduction

These are further project specific questions relating to the technical and professional ability of the supplier. Please ensure your responses are in line with the questions page limit and 12pt Arial. Anything beyond the page limit will not be taken into consideration by the Council.

Cross Referencing is not deemed a valid response by the Council.

Suppliers who self-certify that they meet the requirements for these additional modules will be required to provide evidence of this if they are successful at contract award stage.

Please indicate your answer by marking 'X' in the relevant boxes where necessary and enter responses to questions in the fields provided.


<b>Section 8</b>	<b>Additional Questions</b>	
<b>8.1</b>	<b>Insurance</b> (This question is to be scored on a pass/fail basis.)	
<b>8.1.A</b>	Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below: (a) <b>Employer's Liability Insurance*</b> = £10million. Is required in respect of each and every claim. (b) <b>Public Liability Insurance</b> = £5 million. Is required in respect of each and every claim. (c) <b>Professional Indemnity Insurance</b> = £1million. Is required in respect of each and every claim.	<b>Yes</b> <input checked="" type="checkbox"/> <b>No</b> <input type="checkbox"/>
<b>8.2</b>	<b>Compliance with equality legislation</b> (This question is to be scored on a pass/fail basis.)	
<b>For organisations working outside of the UK please refer to equivalent legislation in the country that you are located.</b>		
<b>8.2(a)</b>	In the last three years, has any finding of unlawful discrimination	

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	been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court ( or in comparable proceedings in any jurisdiction other than the UK)?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>8.2(b)</b>	In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors ( or a comparable body in any jurisdiction other than the UK), on grounds or alleged unlawful discrimination?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<p>If you have answered "YES" to one or both of the questions in this module, please provide a summary using the field below to confirm the nature of the investigation and an explanation of the outcome of the investigation to date.</p> <p>If the investigation upheld the complaint against your organisation, again, please use the field below to explain what action (if any) you have taken to prevent unlawful Discrimination from reoccurring. You may be excluded if you are unable to demonstrate to the Authority's satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring, in relation to this section.</p> <p><i>If answered YES to question 8.2(a) or 8.2(b) please detail.</i></p> <p>Response:</p>		
<b>8.2(c)</b>	If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>

**NOTE TO ORGANISATION:***(This section will be scored on a pass/fail basis)*

<b>8.3</b>	<b>DATA SECURITY</b>	
<p>Bidders are required to complete the questionnaire <b>Information Assurance - DATA Security Questionnaire v5.1</b></p> <p> Information Assurance Question</p> <p>Please confirm completion of <b>Information Assurance - DATA Security Questionnaire v5.1</b> and that you have attached the checklist. Pass/fail will be assessed on the information provided in the questionnaire.</p> <p><i>Please note that if you plan to sub-contract or partner with another organisation to deliver any part of your data security requirements then it may be necessary for sub-contract or partner organisation(s) to also complete the questionnaire Information Assurance - DATA Security Questionnaire v5.1</i></p>		<p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>

*(End of Schedule 2 SQ)***OFFICIAL**



**Cheshire East Borough Council  
Provision of Public Address system for Council  
meetings**

**Period: 24.02.22 –23.02.23 with 1 x 12 months option  
to extend**

**SCHEDULE 3 – PRICING SCHEDULE**

**Pricing Schedule – 40% of total evaluation score**

Please complete the pricing schedule below for your proposed charges for the provision of **Public Address system for Council meetings**

This should represent the full charges payable by Cheshire East Council for the **full term of 2 years** available under the contract - **No claim for additional payment will be considered for items that have not been specified.**

Please ensure that you use the following schedules.

Please note that the evaluated price will be the **Total Amount Payable** (excluding VAT) which must include **ALL** charges in respect of the term of the contract.

Failure to quote for all aspects of the project listed will result in a score of zero for this section. If no separate charge is made for any of the below please indicate the charge is “nil” rather than leave the box blank.



Pricing Matrix.xlsx

*(End of Schedule 3)*



## **SCHEDULE 4**

### **COMPLIANCE WITH SPECIFICATION & SCOPE OF REQUIREMENTS**

**This section will be evaluated on a pass / fail basis**

<b>Compliance with Specification &amp; Scope</b>	
Please confirm you have complied with the stated specification included within this RFQ document, by entering yes in the field -	Yes <input checked="" type="checkbox"/>
Please also confirm that you accept and will comply with the terms and conditions of the contract that has been supplied with the tender documentation, as they will not be open to negotiation post award.	Yes <input checked="" type="checkbox"/>

<b>The Social Value Award Cheshire East</b>	
<p>Cheshire East Social Action Partnership (CESAP) Service provides leadership with the Voluntary Community Faith Social Enterprise (VCFSE) sector in terms of Social Value across Cheshire East. <a href="https://www.cesap.org.uk/social-value/">https://www.cesap.org.uk/social-value/</a> This includes brokerage and building links across sectors.</p> <p>The newly developed Social Value Award has now been launched through the Cheshire and Merseyside Social Value Network, and can be accessed via the Social Value Business: <a href="https://socialvaluebusiness.com/social-value-award---cheshire-and-merseyside">https://socialvaluebusiness.com/social-value-award---cheshire-and-merseyside</a></p> <p>Cheshire East Council anticipates that all key suppliers should obtain (or should be willing to obtain within 12 months) this award if they wish to contract with Cheshire East.</p> <p>Please confirm that your organisation has been awarded the Social Value Award (quality mark).</p>	<p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>
If your organisations has not yet been awarded the Social Value Award for Cheshire East, will there be an application and anticipated award within 12 months of being successful in this tender?	<p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>

*(End of Schedule 4)*





## **SCHEDULE 5**

### **RFQ QUALITATIVE EVALUATION QUESTIONS**

#### **Qualitative Evaluation – 60% of total evaluation score**

Where a **word** limit applies to the tenderer's response to each qualitative question set out below and where tenderers exceed this **word count**; the information included on the additional pages shall not be considered for the evaluation of the tenderer's submission. All responses to this section must be submitted in Arial 12 font format.

Tenderers are asked to state the number of words use at the end of each 'word count limited' response. Eg/ **(498 words)**

All responses should be input directly into this response document. Appendices can be provided but Cheshire East Council are not committed to consider the content as part of the RFQ Response.

**Cross referencing answer for answer will not be taken into consideration as a valid response.**

Q1. Please outline how your process would work regarding supplying, installing and operating audio equipment and ensuring the right equipment is supplied and meet the objectives ?

Response (Submission score graded 30%): Having completed this work for you for the past 15 years, we are confident in our abilities to liaise with yourselves to successfully deliver and install the equipment necessary for the smooth running of your meetings. Over the years we have always provided quality equipment for yourselves, which has ben installed by experienced, qualified technicians to our highest standards. Initial requests have previously been made and confirmed in writing via email, well ahead of the scheduled event, in order to allow sufficient time for any discrepancies to be clarified and confirmed well ahead of the event. (96 words)

word count 500



Q2. How will you prioritise work to meet deadlines and how would Cheshire East Council projects be prioritised with those you are managing for other clients?

Response (Submission score graded 25%):

We cover a wide range of events all across the country throughout the year. Our team of highly experienced technicians are well trained in prioritising installations, each having awareness of the time and skill involved in each job. Our planning team expertly manage our busy events calendar to ensure that nothing is missed, employing both digital and paper record keeping methods. Additionally you will always have direct contact details for Martin Bickley, should any last minute issues arrive. (78 words)

word count 250

Q3. How will you ensure events will be delivered efficiently, to a high-quality standard, in a professional manner and cost effectively to maximise interest and ultimately deliver high customer satisfaction?

Response (Submission score graded 20%):

As pro-audio suppliers, we work to ensure that we only use high quality equipment that is well maintained. This ensures that your equipment not only looks good, but sounds good too. We regularly meet with suppliers in order to keep our equipment up to date and we are always looking for newer models and upgrades to help us stay ahead of the competition. We offer a highly personalised experience and will always work alongside you to help you achieve your goals. (81 words)

word count 250

Q4. What level of priority do you give to customer service, and how will you work with Cheshire East Council to measure and report on the level of service given to meet the requirements of the specification and promote positive working?

Response (Submission score graded 15%):

We pride ourselves on our high levels of customer satisfaction, which is largely attributed to the personalised nature of the service that we provide. We believe that communication is key and continually work to establish good relationships with all of our clients. (42 words)

word count 250



Q5. Please provide details of your complaints, escalation and resolution processes and how you intend to work with Cheshire East Council to implement suggested improvements and take corrective action where needed to avoid and prevent reoccurring issues? Please include in your response:

- Processes you will follow
- Names and roles of individuals concerned (where relevant)
- Timescales
- Resolution method

Response (Submission score graded 10%):

Initially, we would get as much information about the nature of the complaint as we possibly could. We would offer our apologies for any disappointment and inconvenience caused and would of course investigate the complaint to the best of our abilities. All complaints should be directed to Martin Bickley in the first instance, with further support available for our office team. Any issues with (or failiures of) equipment should be reported to Martin as soon as they are discovered in order to promote a swift resolution, particularly if replacements are required. As is the nature of electronic equipment, very occasionally there will be failiures. Should an equipment failure occur, we will do all that we can to rectify this for you, or alternatively, we may be able to credit your account. We aim to resolve all issues as soon as possible. (141 words).

word count 500

*(End of Schedule 5)*



## **SCHEDULE 6**

### **DECLARATION**

I/We certify that the information supplied by me/us in this document is accurate to the best of my/our knowledge. I/We understand that the giving of false or incomplete information could result in my/our exclusion from the quotation exercise and may result in Criminal Proceedings.

I/We also understand that it is a Criminal Offence, punishable by imprisonment, to give or offer any gift or consideration whatsoever as an inducement or reward to any servant of a public body and that any such action will empower the Council to cancel any contract currently in force and will result in my/our exclusion from the quotation exercise. As per the Bribery Act 2010.

I/We certify that I/we have not now or will in the future, canvassed or solicited any member, officer or employee of the Council and any other companies in the group of which the Council forms part, in connection with this document and that to the best of our knowledge and belief no person employed by me/us or acting on my/our behalf has done such an act.

Signed for on the behalf of the Organisation: M. Bickley

Name: Martin Bickley

Position/Status in the Organisation: Director

Date: 09.02.22

*(End of Schedule 6)*

**End of RFQ Response Document**

**Certificate Of Completion**

Envelope Id: 794E3DAF22154F97B5B9C044480A2D1C

Status: Completed

Subject: Please DocuSign: RFQ RESPONSE DOCUMENT.docx, Contract Public Address system for council meeting...

Source Envelope:

Document Pages: 68

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Michael Lees

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Crewe, Cheshire CW1 2BJ

Michael.Lees@cheshireeast.gov.uk

IP Address: 194.187.32.1

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Status: Original

Holder: Michael Lees

Location: DocuSign

18-Feb-22 | 12:14

Michael.Lees@cheshireeast.gov.uk

**Signer Events**

Martin Bickley

martin@bsbsound.co.uk

Director

Security Level: Email, Account Authentication  
(None)**Signature**

DocuSigned by:



65E42A9FD557440...

Signature Adoption: Pre-selected Style

Signed by link sent to martin@bsbsound.co.uk

Using IP Address: 213.123.222.24

**Timestamp**

Sent: 18-Feb-22 | 12:27

Viewed: 18-Feb-22 | 14:06

Signed: 23-Feb-22 | 12:29

**Electronic Record and Signature Disclosure:**

Accepted: 18-Feb-22 | 14:06

ID: 7b8b7269-3338-4703-947c-198fc6fa19cb

Brian Reed

Brian.Reed@cheshireeast.gov.uk

Security Level: Email, Account Authentication  
(None)

DocuSigned by:



2DEFD8786BA743B...

Signature Adoption: Pre-selected Style

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Brian.Reed@cheshireeast.gov.uk

Using IP Address: 194.187.32.1

Sent: 23-Feb-22 | 12:29

Viewed: 24-Feb-22 | 10:20

Signed: 24-Feb-22 | 10:24

**Electronic Record and Signature Disclosure:**

Accepted: 24-Feb-22 | 10:20

ID: 8ddbcb4e-2471-47a9-98cf-a225002a1c0f

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Rachel Graves

Rachel.Graves@cheshireeast.gov.uk

Security Level: Email, Account Authentication  
(None)**COPIED**

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Viewed: 25-Feb-22 | 14:18

Carbon Copy Events	Status	Timestamp
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Bronwen Miller Bronwen.Miller@cheshireeast.gov.uk Legal Cheshire East Council Security Level: Email, Account Authentication (None)	COPIED	Sent: 24-Feb-22   10:24
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Michael Lees michael.lees@cheshireeast.gov.uk Procurement Cheshire East Council Security Level: Email, Account Authentication (None)	COPIED	Sent: 24-Feb-22   10:24 Resent: 24-Feb-22   10:25 Viewed: 28-Apr-22   16:29
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	18-Feb-22   12:27
Certified Delivered	Security Checked	24-Feb-22   10:20
Signing Complete	Security Checked	24-Feb-22   10:24
Completed	Security Checked	24-Feb-22   10:24
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Cheshire East Council (CEC) (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Cheshire East Council (CEC):**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [sue.davies@cheshireeast.gov.uk](mailto:sue.davies@cheshireeast.gov.uk)

### **To advise Cheshire East Council (CEC) of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [sue.davies@cheshireeast.gov.uk](mailto:sue.davies@cheshireeast.gov.uk) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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### **To request paper copies from Cheshire East Council (CEC)**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [sue.davies@cheshireeast.gov.uk](mailto:sue.davies@cheshireeast.gov.uk) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Cheshire East Council (CEC)**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:



- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [sue.davies@cheshireeast.gov.uk](mailto:sue.davies@cheshireeast.gov.uk) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Cheshire East Council (CEC) as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Cheshire East Council (CEC) during the course of your relationship with Cheshire East Council (CEC).