

 **Agreement for Waste Removal Tender**

This Agreement is made and entered into by the following parties:

**The Board of Trustees of National Museums and Galleries on Merseyside (trading as National Museums Liverpool)**

World Museum

William Brown Street

Liverpool

(hereafter referred to as **NML**)

and

[insert name](hereafter referred to as the Successful Contractor )of [insert address] [If a limited company insert Company Number and Registered Office]

1. NML has engaged the Successful Contractor to provide x amount of municipal, recyclable and glass bins to all sites across the Estate as well as specific collections of each site weekly.
2. The Successful Contractor will work under the overall direction of NML but will report in the first instance to Meghan Crockett and will work to broad guidance and risk management provided by the Visitor Services Department.
3. The Successful Contractor shall undertake the following assignment from November 2017 until November 2020.

|  |  |  |  |
| --- | --- | --- | --- |
| Site | Municipal Waste Bins | Recycling Bins | Weekly Collections |
| Juniper Street | 2 | 0 | 1 |
| Dale Street | 3 | 3 | 2 |
| Midland Railway Buidling  | 4 | 2 | 2 |
| Lady Lever Art Gallery | 2 | 1 | 2 |
| Merseyside Maritime Museum | 3 | 1 | 3 |
| Museum of Liverpool | 4 | 2 | 3 |
| Sudley House Art Gallery | 3 | 1 | 1 |
| Walker Art Gallery | 2 | 1 | 3 |
| World Museum | 5 | 2 | 3 |

* 1. The Successful Contractor should also build into their quote for glass bins and collections that aren’t currently included in our contract.
1. This assignment shall commence 10/11/2017 and shall run until 10/11/2020. This contract should be accompanied by weekly service reports from Successful Contractor.

# Fees

## NML shall pay the Successful Contractor a sum of [insert amount] (exclusive of value added tax or any such other tax liability as may arise), for the contract outlined above. The fee shall be paid monthly in arrears on submission of detailed invoices by 20th of month, accompanied by a signed delivery note and weekly service reports.

# Contract of Employment

## This agreement is not a contract of employment and the Successful Contractor shall be responsible for their company’s own national insurance and income tax liability. No sickness, pension, annual leave entitlement or any other costs shall accrue to NML.

## Where the Successful Contractor is liable to be taxed in the UK in respect of consideration received under this contract, the company shall at all times comply with the Income Tax (Earnings and Pensions) Act 2003 (ITEPA) and all other statutes and regulations relating to   income tax in respect of that consideration.

## Where the Successful Contractor is liable to National Insurance Contributions (NICs) in respect of consideration received under this contract, the company shall at all times comply with the Social Security Contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to NICs in respect of that consideration.

## NML may, at any time during the term of this contract, request the Successful Contractor to provide information which demonstrates how the company complies with Clauses 2.2 and 2.3 above or why those Clauses do not apply to him.

## A request under Clause 2.4 above may specify the information which the Successful Contractor must provide and the period within which that information must be provided.

## NML may terminate this contract if:

### in the case of a request mentioned in Clause 2.4 above:

#### the Successful Contractor fails to provide information in response to the request within a reasonable time, or

#### the Successful Contractor provides information which is inadequate to demonstrate either how the company complies with Clauses 2.2 and 2.3 above or why those Clauses do not apply to him;

### in the case of a request mentioned in Clause 2.4 above, the Successful Contractor fails to provide the specified information within the specified period, or

### it receives information which demonstrates that, at any time when Clauses 2.2 and 2.3 apply to the Successful Contractor, he is not complying with those Clauses.

## NML may supply any information which it receives under this Clause 2 to the Commissioners of Her Majesty’s Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.

# Authority

## The Successful Contractor shall not, without the prior written consent of NML, commit NML to any legally binding agreement, or hold himself out as being able so to commit NML, or hold himself out as an officer or employee of NML.

# Indemnity

## The Successful Contractor shall indemnify, and keep indemnified, NML against all claims and demands which may be made on NML in respect of taxation on the company’s earnings and national insurance contributions payable.

## The Successful Contractor shall indemnify, and keep indemnified, NML against the consequences of any negligence or breach of statutory duty on the Successful Contractors part whilst working on NML’s premises or working anywhere else on NML's behalf.

## The Successful Contractor agrees to provide NML with evidence of its public liability insurance, if requested.

# Limitation of Liability

## The Successful Contractor shall indemnify NML for an amount not less than the sum of £3m and keep indemnified, NML against the consequences of any negligence, or breach of statutory duty on the Successful Contractor’s part whilst working on the Assignment or which he/she might commit during the fulfilment of this Agreement.

## The Successful Contractor shall indemnify and keep indemnified NML, its officers and Trustees against all claims and demands which may be made on NML in respect of taxation on the company’s earnings and national insurance contribution payable.

## The Successful Contractor shall not, without the prior written consent of NML, commit NML to any legally binding agreement, or hold their company out as being able so to commit it, or hold the company out as an officer or employee of NML.

## NML will be excluded of liability for death or personal injury caused by Successful Contractor own negligence or for fraudulent misrepresentation.

## NML shall not be liable to the Successful Contractor for any indirect or consequential loss (including, without limitation, any loss of profits, loss of business, depletion of goodwill and like loss) howsoever caused.

# Termination of agreement

## This agreement may be terminated by NML giving the Successful Contractor r no less than twenty eight days notice in writing.

## The Successful Contractor shall inform NML of any periods during which the Successful Contractor is not available to undertake any works, such notice to be given within tender document submission.

## The contract will be ended forthwith if the Successful Contractor:

### commits any material breach of its obligations under this contract

### is found guilty of serious misconduct in connection with the duties delegated to it by NML

### is unable to fulfil its duties hereunder through illness, accident or mental or physical incapacity

# Diversity and equality

## The Successful Contractor agrees to adhere to NML’s Diversity and Equality Policy and the Dignity at Work procedures (appended to this contract).

# Policies

## The Successful Contractor undertakes to comply with all health and safety requirements and policies whilst working on NML premises, including reasonable directions by the Health and Safety Advisor.

# Force Majeure

## Neither party shall be liable to the other in respect of anything which, apart from this provision, may constitute a breach of this contract arising by reason of force majeure, namely, circumstances outside that party's reasonable control including (but not limited to) fire, flood, storm, sabotage, delays in transportation, strikes or lock-outs, riot, war, rebellion or acts of local government or parliamentary authority.

## Each party shall give notice as soon as practicable to the other upon becoming aware of an event of force majeure which prevents that party from performing its obligations under this contract, and of the cessation of the said event. Such party shall in addition use all reasonable endeavours to minimise the effect of the event of force majeure on its performance of its obligations under this contract.

# Confidentiality

## For the purpose of and in connection with the contract, information relating to the assignment or concerning the business of NML may not be communicated to other parties which may be of a confidential nature. The Successful Contractor shall not make any unauthorised disclosure or improper use of any such confidential information.

# Disputes

## Any dispute or difference between the parties in connection with this contract may be referred to and determined by a sole arbitrator pursuant to the Arbitration Act 1996. The arbitrator shall be appointed by agreement between the parties or, in default, of agreement within 15 days of either party requesting the other for such agreement, by the President of Vice-President for the time being of the Chartered Institute of Arbitrators on the application of either party. The procedure to be followed shall be agreed by the parties or, in default agreement, determined by the arbitrator. In the event of default by either party in respect of any procedural order made by the arbitrator, the arbitrator shall have the power to proceed with the arbitration in the absence of that party and to deliver his award. The award of the arbitrator (including any award as to costs) shall be final and binding upon both parties.

# General

## The remedies available to the parties under this Agreement shall be without prejudice to any other rights, either at common law or under statute, which either may have against the other.

## The failure or delay of either party to enforce or to exercise, at any time or for any period of time, any term of or any right, power or privilege arising pursuant to this Agreement does not constitute and shall not be construed as a waiver of such term or right and shall in no way affect either party's right later to enforce or exercise it nor shall any single or partial exercise of any remedy, right, power or privilege preclude any further exercise of the same or the exercise of any other remedy, right, power or privilege.

##  The invalidity or unenforceability of any term of, or any right arising pursuant to this Agreement shall not in any way affect the remaining terms or rights which shall be construed as if such invalid or unenforceable term or right did not exist.

## This Agreement is personal to the Successful Contractor who may not assign, transfer, sub-contract or otherwise part with this Agreement or any right or obligation under it without the prior written consent of NML.

## Neither party shall be deemed to be in breach of this Agreement or otherwise liable to the other party for any failure or delay in performing its obligations under this Agreement if prevented from doing so by Force Majeure and shall be entitled to a reasonable extension of time for performing its obligations.

## This Agreement contains all the terms agreed by the parties relating to the subject matter of this Agreement and supersedes any prior agreements, understandings or arrangements between them, whether oral or in writing, and no representation undertaking or promise shall be taken to have been given or been implied from anything said or written in negotiations between the parties prior to this Agreement except as set out in this Agreement. Each party acknowledges that it has not been induced to enter into this Agreement by any representation or warranty other than those contained or referred to in this Agreement and irrevocably and unconditionally waives any right it may have to claim damages for and/or to rescind this Agreement as a result of any misrepresentation whether or not contained in this Agreement unless such misrepresentation was made fraudulently.

## No variation or amendment to this Agreement shall be effective unless in writing signed by authorised representatives of the parties.

## Any waiver by either party of a breach of any provision of this contract shall not be considered as a waiver of any subsequent breach of the same or any other provision thereof.

## The termination of this contract, for any reason, shall not prejudice or affect the rights and remedies of any party against the others in respect of any antecedent breach of the contract.

## Nothing herein contained or to be done under this contract shall be deemed to constitute a partnership between NML and the Successful Contractor or the relationship of employer and employee or of principal and agent and none of them shall do or permit anything to be done whereby it shall or may be represented that it is the partner of the other.

## Nothing in this Agreement shall confer any right or benefit upon any person who is not a party to it whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

## The construction, validity and performance of this Agreement is governed by the law of England and the parties accept the jurisdiction of the English Courts.

Schedule 1

 Policies of NML

Agreed to and accepted:

For: **National Museums and Galleries on Merseyside (Operating as National Museums Liverpool)**

Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_

For: the **Service Provider**

Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_