

**INVITATION TO QUOTE FOR THE CREATION AND LAUNCH OF A DIGITAL ACCESS HUB
FOR THE YORKSHIRE DALES NATIONAL PARK**

CLOSING DATE: NOON 27 June 2024

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

SECTION 1: THE INVITATION TO QUOTE

1.0 Background

- 1.1 The Yorkshire Dales National Park covers an area of around 841 sq miles with a resident population of 23,600 and attracting over 5 million visitor days each year.
- 1.2 The Yorkshire Dales National Park Authority has a duty under section 61 of the Environment Act 1995 to: i) conserve and enhance the natural beauty, wildlife and cultural heritage of the National Park; ii) to promote opportunities for the understanding and enjoyment of the special qualities of the National Park by the public. For further information see www.yorkshiredales.org.uk
- 1.3 The Yorkshire Dales National Park Authority has recently been successful in securing funding to improve the welcome for people who have difficulty walking, who are less able or disabled, to experience the Yorkshire Dales National Park and to enable more people with a wide range of disability to be informed and empowered to make independent visits to the National Park. This project will give more people the opportunity to boost their health and wellbeing by visiting the national Park.

2.0 What is Required

- 2.1 The Authority wishes to award a contract for the creation and launch of a digital access hub for the Yorkshire Dales National Park that will bring together, in one single 'go to' online location, accessibility focused information and resources to enable people with a wide range of disability to plan their visit. The hub will adopt good practice web accessibility principles in its design and feature useful information and practical advice to build confidence for disabled people getting out into nature in the Yorkshire Dales National Park. The contract value is expected to be in the region of £30,000 - 40,000.
- 2.2 This, in the main, is a contract to create content for a digital access hub and for the creation of the digital access hub within our website. The Authority uses WordPress for its website estate and the digital access hub should also be created this way. Ideally it will sit in our multisite setup, however, if this isn't possible and the digital access hub is created as a standalone site then it will need to appear as if it is part of the main website - <https://www.yorkshiredales.org.uk>. In terms of a user experience the digital access hub must work seamlessly with the main site in terms of look and feel, functionality and usability. The site must, as a minimum, include:
 - An interactive map showing location and grading of miles without stiles routes, and key information such as accessible toilets, changing places, parking viewpoints and accessible tourism businesses.
 - Easy access guides to enable people to get the most out of their visit to the National Park. This content should also be available to download.
 - Easy to follow route instructions for the 'miles without stiles' routes in the National Park. This content should also be available to download.
 - Easy to follow audio descriptions of key miles without stiles routes.
 - The aggregation and creation of photographic and video content to support the navigation of individual routes.
 - The creation of filmed and printed accessible guides to our Grassington, Hawes, Malham and Aysgarth Falls, National Park Visitor Centre's.
 - Detailed information about local tramper hire, accessible adventure activities, accessible accommodation providers and accessible businesses.

It is expected the contractor will develop a close working relationship with the National Park Authority's Digital Communications Officer, the National Park Authority's third party web developers (where appropriate) and Officers from the Authority's Access & Engagement team who lead on accessibility. The contract and the contractor will be overseen by the Yorkshire Dales National Park Authority. The contract is expected to run for 12-months from date the contract is awarded. It is expected that the access hub will launch no later than May 2025.

The digital access hub should be developed with SEO best practice in mind and connected to our Google analytics reporting function.

An example of what we are looking for is an integrated area/website similar to our partners at the North York Moors National Park Authority:

<https://www.northyorkmoors.org.uk/access-for-all/>

2.2 Quotations are being sought on the basis of:

- A total cost to create content for, and to deliver within a WordPress content management system, a digital access hub.
- A total cost to produce 10 x audio described trails.
- A total cost for additional accessible content such as photography, video, tactile maps etc.

3.0 Evaluation

3.1 The Authority will select the most economically advantageous quotation (using a price:quality ratio of 40:60) considering the following principal factors:

- (a) compliance with quotation documentation
- (b) quotation rates and prices
- (c) quotation submission responses to the Quality questions
- (d) References

3.2. Quality Criteria Submission Requirements and Evaluation Methodology

3.2.1 As part of the quotation process, responses to the Quality Criteria Questions set out in **Section 3** are required.

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

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

3.2.3 The Authority does not bind itself to accept any quotation but every effort will be made to reach a decision on the award of contracts before 5 July 2024.

4.0 Canvassing etc

4.1 Any person who canvasses any member or officer of the Authority, whether directly or indirectly, relating to the award of this contract will be disqualified.

4.2 If any person submitting a quotation:

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

then that person shall be disqualified from making a quotation and may be subject to civil and criminal liability.

5.0 How to Complete the Quotation

- 5.1 The quotation must be calculated with careful reference to the contents of this Invitation to Quote, including the Specification and Contract Conditions.
- 5.2 Organisations must submit with their quotation:
 - (i) details of two trade referees. The Authority will contact all referees as part of the evaluation process.
 - (ii) if an organisation is an agent, details of its principal.

6.0 Compliance with Documents

- 6.1 Quotations made must be in accordance with all the contract documentation and no changes should be made. Similarly, quotations must not be accompanied by statements making them qualified in any way.
- 6.2 To make a valid quotation, you must complete the whole of Section 3, including providing your answers to the questions under the heading “Quality” as necessary.

7.0 Freedom of Information and Data Protection

- 7.1 The Authority is subject to the provisions of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 and this Quotation does not constitute or contain any obligation of confidentiality in terms of information provided to the Authority by any Party.
- 7.2 Each of the Parties undertakes to comply with its obligations under the UK General Data Protection Regulation and the Data Protection Act 2018, and in particular must not disclose any personal data as defined by that legislation to any individual unless the relevant conditions permitting disclosure are met.

8.0 Enquiries

- 8.1 Any enquiries relating to the contract documents should be addressed to Mark Sadler, Communications Manager, Yorkshire Dales National Park Authority, (contact details on the covering page of this Invitation to Quote).

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

SECTION 2: HOW TO QUOTE

- 2.1 You should only complete the quotation after you have read and fully understood all the contract documents.
- 2.2 Once a quotation has been accepted, no allowance can be made for any errors, omissions or misjudgements in providing quotations.
- 2.3 Bids are deemed to be inclusive of all overheads and are exclusive of VAT.
- 2.4 No quotation will be considered unless received by one of the following methods:
 1. By email to procurement@yorkshiredales.org.uk with the title box stating: QUOTATION FOR THE CREATION AND LAUNCH OF A DIGITAL ACCESS HUB and 27 June 2024. You will receive an immediate automatic confirmation of receipt; if this is not forthcoming **please check your SPAM** or contact the officer named on the front of this Invitation to Quote. This is our preferred method.
 2. In an envelope to Director of Corporate Services, Yorkshire Dales National Park Authority, Yoredale, Bainbridge, Leyburn, North Yorkshire, DL8 3EL. Please write the name of the contract on the top left hand side of your envelope. The envelope must not bear any name or advertising mark indicating the sender eg do not use a franking machine with a company name or logo.
- 2.5 The quotations should arrive by **Noon, 27 June 2024**. Quotations will remain unopened in this custody until the time appointed for opening.
- 2.6 Any quotation received after the specified time will be returned promptly to the firm concerned unless the relevant officer is satisfied that there is evidence of sending in time for delivery by the due date in the normal course of postal or electronic delivery and that the other quotations have not been opened. Late quotations will be opened for purposes of identification only and no details will be disclosed.
- 2.7 Persons quoting will not be allowed to alter their quotations after the date fixed for the receipt of quotations but arithmetical errors may be corrected if found to have been made inadvertently.
- 2.8 The National Park Authority is not bound to accept the lowest or any quotation.
- 2.9 Quotations should be based on the completed specification and persons quoting should not make amendments to the specification.
- 2.10 All persons quoting will be informed whether their quotation has been accepted or not within 15 days of the final date for receipt of quotations.
- 2.11 If the successful contractor wishes to be exempt from tax at source, it must provide a copy of its exemption certificate (714).
- 2.12 It is the responsibility of persons quoting to familiarise themselves with the work to be performed, contract conditions, location of work, programme and all other matters requiring consideration in order that the quote will be firm and comprehensive.

SECTION 3: THE QUOTATION (Please ensure all parts are completed for submission)

TO: Yorkshire Dales National Park Authority

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

Signed

Position

On behalf of

Address

.....

Contact Name

Tel

E-mail

PRICE – 40%

Deliverable	Price
Digital access hub	£
10 x audio described trails	£
Additional accessible content such as photography, video, tactile maps etc	£
TOTAL	£

QUALITY - 60%**Experience – 30%**

Please provide details of the relevant experience and qualifications of those who will be involved in provision and management of the service/works, your experience of providing services/works the same as or similar to those required by the Authority, including experience of the WordPress content management system and details of services you have provided to another body, demonstrating how this shows the quality of your services, for example case studies. Your response to this question should be limited to no more than 10 pages of A4.

Service Levels – 10%

Please provide a summary of how you would provide the service to the standards required and how you will meet deadlines and report to the Authority on progress. Your response to this question should be limited to no more than 10 pages of A4.

Equality, Diversity and Inclusion – 20%

Please detail how your skills and experience (potentially including personal skills and experience alongside those gained professionally) will help enhance the creation of content for a digital access hub, considering the hub will should be an important resource for people with a disability and their support network. Your response to this question should be limited to no more than 10 pages of A4.

SECTION 4: THE SPECIFICATION

The specification for the creation and launch of a digital access hub for the Yorkshire Dales National Park is as follows.

- **Nature of the Goods or Services**

The creation and launch of a digital access hub for the Yorkshire Dales National Park that will bring together, in one single 'go to' online location, accessibility focused information and resources to enable people with a wide range of disability to plan their visit. The hub will adopt good practice web accessibility principles in its design and feature useful information and practical advice to build confidence for disabled people getting out into nature in the Yorkshire Dales National Park.

Reference can be made to a similar hub that has recently been created for the North York Moors National Park [which can be viewed here](#).

- **Deliverables to be provided**

The creation and delivery of content for, and the launch of, a digital access hub within the Yorkshire Dales National Park Authority's WordPress content management system. The content required to be created for the hub - which will sit within <https://www.yorkshiredales.org.uk> - should, as a minimum, include:

- An interactive map showing location and grading of miles without stiles routes, and key information such as accessible toilets, changing places, parking viewpoints and accessible tourism businesses.
- Easy access guides to enable people to get the most out of their visit to the National Park. This content should also be available to download.
- Easy to follow route instructions for the 'miles without stiles' routes in the National Park. This content should also be available to download.
- Easy to follow audio descriptions of key miles without stiles routes.
- The aggregation and creation of photographic and video content to support the navigation of individual routes.
- The creation of filmed and printed accessible guides to our Grassington, Hawes, Malham and Aysgarth Falls, National Park Visitor Centre's.
- Detailed information about local tramper hire, accessible adventure activities, accessible accommodation providers and accessible businesses.

There is priority requirement to create accessibility focused content that meets the needs of people with mobility issues, neurodiversity dementia, visual impairment and hearing impairment. These could include easy access guides, video and audio trails, tactile maps and sensory pods.

The access hub should reflect the visual identity of the Yorkshire Dales National Park and be a bespoke series of pages created within the existing National Park Authority website infrastructure. The digital access hub should be created with longevity in mind, as will any physical outputs such as leaflets etc. The digital access hub should therefore be easily updatable by back-end editors so it can remain an important destination for people seeking accessibility information in a single location well into the future.

As with all Government digital outputs (websites and apps) the digital access hub must comply with the legal requirements to make all online information and functionality accessible in line with WCAG 2.2 level AA standards. You can find out more about this requirement on the GOV.UK website - <https://www.gov.uk/guidance/accessibility-requirements-for-public-sector-websites-and-apps>

We aim to make all of our online services and information accessible but this requirement is paramount due to the audience we will be tailoring the digital access hub for.

At least 1 in 5 people in the UK have a long term illness, impairment or disability. Many more have a temporary disability. Accessibility means more than putting things online. It means making content and design clear and simple enough so that most people can use it without needing to adapt it, while supporting those who do need to adapt things.

For example, someone with impaired vision might use a screen reader (software that lets a user navigate a website and 'read out' the content), braille display or screen magnifier. Or someone with motor difficulties might use a special mouse, speech recognition software or on-screen keyboard emulator. Or someone may only be able to access the digital resource using a mobile device.

With this in mind there will be a requirement to focus on a number of aspects and we would ideally like the supplier to do the following or have the following experience;

- Experience of making content accessible for everyone regardless of abilities. This may include connections to disability groups.
- Ideally we would like to carry out some user testing with our target audiences.
- Clear and professional photography, sound and videography which portrays our target audience but in a positive way (remembering that many disabilities are not visible).
- Downloadable guides and maps must be available in an accessible format.
- Subtitles must be included on all video and audio.
- All content, including written content must be clear, easy to understand (possibly in easy to read formats for certain content), simple to navigate with coherent linking and visual signposting.
- Have the ability to switch content to multilanguage.
- Technically the digital access hub must comply with WCAG 2.2 level AA standards.

The contractor will be responsible for three key aspects:

1. The technical requirements: development, testing, staging, design (within our visual identity guidance), usability and accessibility then go live.
2. Content design.
3. Creation of original written text and visual assets - where these don't already exist – fully researched where appropriate.

It is expected the contractor will develop a close working relationship with the National Park Authority's Digital Communications Officer, the National Park Authority's third party web developers (where appropriate) and Officers from the Authority's Access & Engagement team who lead on accessibility. The contract and the contractor will be overseen by the Yorkshire Dales National Park Authority. The contract is expected to run for 12-months from date the contract is awarded. It is expected that the access hub will launch no later than May 2025.

The digital access hub should be developed with SEO best practice in mind and connected to our Google analytics reporting function.

We would welcome the co-creation of content, by the contractor, with the communities we work with in and around the National Park. This might involve them in the creation of easy access guides, videos and audio trails, tactile maps etc. Outputs will be maintained by the National Park and be available to visitors as part of a long term legacy. It would be helpful if existing Authority owned video content could also be aggregated together into the digital access hub.

- **Purpose and aim of the Services**

The Yorkshire Dales National Park digital access hub will bring together, in one single 'go to' online location, accessibility focused information and resources to enable people with a wide range of disability to plan their visit. The hub will adopt good practice web accessibility principles in its design and feature useful information and practical advice to build confidence for disabled people getting out into nature in the Yorkshire Dales National Park.

The digital access hub should be created with longevity in mind, as will any physical outputs such as leaflets etc. The digital access hub should therefore be easily updated by officers of the National Park Authority once the project is complete so that it can remain an important destination for people seeking accessibility information in a single location well into the future.

- **Authority obligations including provision of assets and access to premises**

It is expected the contractor will develop a close working relationship with the National Park Authority's Digital Communications Officer, the National Park Authority's third party web developers (where appropriate) and Officers from the Authority's Learning & Engagement team who lead on accessibility.

The contractor will be given relevant permissions to access the Yorkshire Dales National Park Authority WordPress content management system.

The contractor will be permitted access to the Authority's offices in Yoredale, Bainbridge and/or Colvend, Grassington and the National Park Visitor Centre's for the purpose of relevant meetings with officers, and to access relevant content that will help in the development and delivery of the project.

- **Contract Standards.**

Content created for the digital access hub must meet with the Yorkshire Dales National Park Authority brand and visual identity guidelines. Content must also meet online accessibility standards and comply with in line with WCAG 2.2 level AA.

- **Delivery Date**

The contract and the contractor will be overseen by the Yorkshire Dales National Park Authority. The contract is expected to run for 12-months from date the contract is awarded. It is expected that the access hub will launch no later than May 2025.

- **Requirements to obtain any consents for the provision of the Services**

The use of any photographic, video or audio content within the digital access hub must be with the knowledge and consent of the copyright holder and for use, by us, in perpetuity. Where photographic, video or audio content contains footage of individuals, this must be with their full written consent and for use in perpetuity.

APPENDIX A

THE AGREEMENT

NB: This is the form of Agreement the successful bidder will be required to sign. It is included here for information only and you do not need to complete it at this stage.

Date

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

The Contractor

BACKGROUND

- (A) The Authority is an English National Park Authority responsible for the Yorkshire Dales National Park.
- (B) [The Authority published a contract notice [REFERENCE] on [DATE] on Contracts Finder [and Find a Tender Service] seeking expressions of interest from potential providers for the provision of the Services and/or the Goods.]
- (C) The Authority has[, through a competitive process,] selected the Contractor to provide the Services and/or the Goods and the Contractor is willing and able to provide the Services and/or the Goods in accordance with the terms and conditions of this Contract.¹

THE AGREEMENT

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

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

.....
for the Authority

.....
for the Contractor



YORKSHIRE DALES
National Park Authority

APPENDIX B

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

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1 DEFINITIONS AND INTERPRETATION

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

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

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

CEDR means the Centre for Effective Dispute Resolution.

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

Commencement Date means [on signing the contract (TBC)];

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

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

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

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

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

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

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

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

Contract Period means the period from the Commencement Date to the earlier of the Expiry Date or the date of termination of the Contract;

Contract Standards means

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Prohibited Act means any one or more of the following:

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

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

Records has the meaning given in clause 7.1;

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

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

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

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

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

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

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

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

1.3 References (unless explicitly stated otherwise) to: -

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

1.3.2 one gender include any other gender;

1.3.3 persons include corporations and all legal persons;

1.3.4 singular includes the plural and vice versa;

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

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

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

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

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

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

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

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

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

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

2 THE CONTRACT - GENERAL

- 2.1 The Contractor shall be deemed to have ensured the accuracy of the rates and prices in the Quotation which shall cover all the Contractor's obligations under the Contract.
- 2.2 The provisions of the Contract are mutually explanatory of one another, but if there is any conflict or inconsistency then the following order of precedence shall apply:
- 2.2.1 Form of Agreement;
 - 2.2.2 Contract Conditions Schedule 1;
 - 2.2.3 Contract Conditions (excluding Schedule 1 but including Schedule 2);
 - 2.2.4 Specification; and
 - 2.2.5 Quotation.
- 2.3 No deletion from, addition to, or variation of the Contract Documents shall be valid unless agreed in writing and signed by Authority and the Contractor.
- 2.4 The Contract constitutes the entire agreement between the Parties in respect of the matters dealt with therein. The Contract supersedes all prior negotiations between the Parties and all representations and undertakings made by one Party to the other, whether written or oral, except that this clause shall not exclude liability in respect of any fraud or fraudulent misrepresentation.
- 2.5 The Contractor shall not seek to introduce any terms and conditions at any time in respect of the delivery of the Goods and/or Services and agrees that any such terms and conditions shall be null and void and any acceptance of the Goods and/or Services shall not constitute acceptance of such terms and conditions.

3 TERM

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

4 AUTHORISED OFFICER

- 4.1 The Authorised Officer is the person nominated from time to time by the Authority to act on its behalf for the purposes of the Contract and may
- 4.1.1 issue instructions to the Contractor on any matter relating to the Contract; and

- 4.1.2 appoint representatives to act upon their behalf and shall notify the Contractor of such appointment(s).

5 THE CONTRACTOR'S OBLIGATIONS

5.1 The Contractor:

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

otherwise agreed in writing) incur any additional costs associated with obtaining, maintaining or complying with the same. For the purposes of the Contract, Necessary Consents includes any such Necessary Consents required by or from a third party owner or occupier of land or property not owned by the Authority that the Contractor requires access to in order to deliver the Services and/or the Goods.

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

6 MEETINGS

- 6.1 The Authorised Officer and the Contract Manager shall hold regular meetings at the times, places and frequencies to be agreed between the Parties and/or as detailed in the Specification.

- 6.2 At such meetings, the Parties shall discuss the standard of the Goods and/or Services, the outcome of any monitoring of the Goods and/or Services and any suggested improvements, variations, extensions or reductions to them, the performance of the respective duties and obligations of the Parties under the Contract and the performance of the Contract generally.

7 RECORDS, MONITORING AND REPORTING

- 7.1 The Contractor shall:

- 7.1.1 keep such records relating to the provision of the Services and/or the supply of the Goods as are detailed in the Specification (the **Records**) during the Contract Period and for a period of six (6) years following the expiry or termination of the Contract (unless the Authority requires the transfer of such Records on termination or expiry);
- 7.1.2 provide access on reasonable notice from the Authority to the Records during the Contract Period and the period referred to in clause 7.1.1;
- 7.1.3 report to the Authority at such times and in accordance with the requirements set out in the Specification to include reporting against any Key Performance Indicators.

- 7.2 On termination or expiry of the Contract and where required by the Authority, the Contractor agrees to:

- 7.2.1 transfer any of the Records to the Authority and/or any other body as designated by the Authority within five (5) Working Days of the Expiry Date or Termination Date;
- 7.2.2 destroy such of the Records as the Authority may direct and provide a certificate confirming such destruction save that the Contractor shall not be required to destroy any records that it is required by Law to retain.

8 CONTRACTOR'S STAFF

- 8.1 The Contractor shall employ sufficient staff to ensure that the Services are provided and/or the Goods are supplied to the Contract Standards.
- 8.2 The Contractor's staff shall be adequately qualified, competent and suitable in all other respects to provide the Services and/or supply the Goods.
- 8.3 The Authorised Officer may (but only on reasonable grounds) refuse to grant access to the Authority's premises, or require the Contractor in writing to remove from the provision of the Services and/or the supply of the Goods, any member of the Contractor's staff. The Contractor shall immediately remove such staff from the provision of the Services and/or the supply of the Goods and provide a replacement.

- 8.4 The Authority shall not be liable either to the Contractor or to the staff in question in respect of any cost, expenses, liability, loss or damage occasioned by such removal and the Contractor shall indemnify the Authority in respect of any claim made.

9 CONTRACT MANAGER

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

10 GOODS

Supply of Goods

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

Order of Goods

- 10.3 Where the Authority requires Goods during the Contract Period, the Authority shall complete an Order and send the Order to the Contractor provided always that the Specification shall be deemed to be such an Order where it states that it is an Order.
- 10.4 The Contractor shall supply Goods in accordance with the Authority's Order.
- 10.5 Each Order shall:
- 10.5.1 be given in writing (which shall include where documented in the Specification) or, if given orally, shall be confirmed in writing within five (5) Working Days;
 - 10.5.2 specify the type and quantity of Goods ordered; and

- 10.5.3 unless the Parties agree that the Authority may specify the date and location after placing the Order, specify the Delivery Date on which the Goods ordered are to be delivered, and the Delivery Location.
- 10.6 The Contractor shall give to the Authority, written acceptance of the Order or any subsequent amendment by the Authority in accordance with clause 10.7, within five Working Days of receipt of the Order (provided always that this shall not apply where the details of any Order are contained in full within the Contract at the Specification). The Contractor shall assign an Order Number to each Order received from the Authority or assign the Authority's order number as the Order Number and notify such Order Numbers to the Authority. Each Party shall use the relevant Order Number in all subsequent correspondence relating to the Order. Any work performed other than in strict compliance with the Order shall be at the Contractor's risk and expense.
- 10.7 The Authority may within five (5) Working Days of placing an Order amend or cancel an Order by written notice to the Authority. If the Authority amends or cancels an Order, its liability to the Contractor shall be limited to payment to the Contractor of all costs reasonably incurred by the Contractor in fulfilling the Order up until the date of receipt of the notice of amendment or cancellation, except that the Authority shall have no liability to the Contractor where the amendment or cancellation results from the Contractor's failure to comply with its obligations under the Contract. The Authority's liability to pay reasonably incurred costs under this clause 10.7 shall be subject to the following provisions
- 10.7.1 any such costs must be evidenced to the Authority and the Contractor shall provide such supporting evidence as the Authority may request;
 - 10.7.2 the Contractor is under a duty to mitigate those costs which shall include where reasonably practicable selling any relevant Goods no longer required by the Authority to a third party;
 - 10.7.3 where any resale to a third party is achieved at or above the level of the relevant Contract Charges then no costs shall be claimed; and
 - 10.7.4 where the Goods are not bespoke to the requirements of the Authority then the Contractor shall not be entitled to any costs in respect of those Goods.

Manufacture, Quality and Packing

- 10.8 The Contractor shall manufacture, pack and supply the Goods in accordance with all generally accepted industry standards and practices that are applicable and in such manner as to enable them to reach their destination in good condition.

- 10.9 The Contractor warrants that the Goods supplied to the Authority by the Contractor under the Contract shall:
- 10.9.1 conform to the Specification and/or any specific requirements detailed in an Order;
 - 10.9.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Authority or made known to the Authority by the Contractor;
 - 10.9.3 be free from defects in design, material and workmanship and remain so for twelve (12) Months after Delivery; and
 - 10.9.4 comply with all applicable Law.
- 10.10 The Contractor shall obtain and maintain in force for the Contract Period all Necessary Consents needed to manufacture and supply the Goods in accordance with the terms of the Contract. The Contractor shall supply the Goods in accordance with the Quotation (save to the extent it would conflict with any other requirement of the Contract).

Delivery

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

caused by the Authority's failure to comply with its obligations under the Contract.

- 10.15 If the Authority fails to accept delivery of an Order on the specified Delivery Date, then, except where such failure or delay is caused by the Contractor's failure to comply with its obligations under the Contract:
- 10.15.1 the Order shall be deemed to have been delivered at 9.00am on the Delivery Date; and
 - 10.15.2 the Contractor shall store the Order until delivery takes place, and charge the Authority for all related costs and expenses (including insurance).
- 10.16 Each delivery of Goods shall be accompanied by a delivery note from the Contractor showing the Order Number, the date of the Order, the type and quantity of Goods included in the Order and, in the case of Goods being delivered by instalments, the outstanding balance of Goods specified in an Order remaining to be delivered.
- 10.17 If the Contractor requires the Authority to return any packaging materials to the Contractor, that fact must be clearly stated on the delivery note accompanying the relevant Order, and any such returns shall be at the Contractor's expense.

Acceptance and Defective Goods

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

- 10.19.4 require the Contractor to collect the rejected Goods within the timescale set by the Authority and shall not be liable to the Contractor for any damage to, or deterioration of, the rejected Goods whilst they await collection; and
- 10.19.5 claim damages for any Losses resulting from the Contractor's delivery of Goods that do not conform with the terms of the Contract.
- 10.20 The Authority's rights and remedies under this clause 10 are in addition to the rights and remedies available to it in respect of the statutory conditions relating to description, quality, fitness for purpose and correspondence with sample implied into the Contract by the Sale of Goods Act 1979.
- 10.21 The terms of the Contract shall apply to any repaired or replacement Goods supplied by the Contractor.
- 10.22 If the Contractor fails to promptly repair or replace rejected Goods in accordance with clause 10.19.1, the Authority may, without affecting its rights under clause 10.19.5 obtain substitute products from a third party supplier, or have the rejected Goods repaired by a third party, or terminate the Contract and the Contractor shall reimburse the Authority for the costs it incurs in doing so.
- 10.23 If the Parties dispute whether any Goods comply with clause 10.9, either Party may refer the matter for determination in accordance with the dispute resolution procedure under clause 25.

Title and Risk

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

Indemnity

- 10.26 Notwithstanding any other provision of the Contract, the Contractor shall indemnify the Authority against all Losses suffered or incurred by the Authority arising out of or in connection with:
 - 10.26.1 any claim made against the Authority for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the supply or use of the Goods;

- 10.26.2 any liability incurred under the Consumer Protection Act 1987 in respect of the Goods;
- 10.26.3 any claim made against the Authority by a third party arising out of, or in connection with, the supply of the Goods, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Contractor, its staff, agents or subcontractors; and
- 10.26.4 any claim made against the Authority by a third party for death, personal injury or damage to property arising out of, or in connection with, defective Goods, to the extent that the defect in the Goods is attributable to the acts or omissions of the Contractor, its staff, agents or subcontractors.

11 MODIFICATIONS

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

- 11.6 If the Contractor accepts the variation notice then:
- 11.6.1 The variation shall be effected at such time as may be agreed.
 - 11.6.2 Any costs associated with the variation shall be agreed between the Parties or, in the absence of agreement, may be referred to dispute resolution under clause 25.
 - 11.6.3 Notwithstanding that the cost of the variation shall not have been agreed, the variation shall be implemented by the Contractor.
- 11.7 If either: -
- 11.7.1 Any matter in the previous sub-clause is not agreed within twenty eight (28) days of it first having arisen; or
 - 11.7.2 The Contractor refuses to accept the proposal in the variation notice then either Party may refer the matter to dispute resolution.

12 INTELLECTUAL PROPERTY

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

12.4 In respect of Intellectual Property Rights other than those falling within clause 12.2 and including any third party Intellectual Property Rights that the Contractor licences for the purposes of the Services and/or the Goods, the Contractor hereby grants the Authority:

12.4.1 a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license including to the Secretary of State for Environment, Food and Rural Affairs) to use all Intellectual Property Rights in the materials (and Deliverables) created or developed pursuant to the Contract and any Intellectual Property Rights arising as a result of the provision of the Services and/or the supply of the Goods (that do not otherwise fall within clause 12.2); and

12.4.2 a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:

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

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

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

13 STATUTORY REQUIREMENTS

Health and Safety

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

Data Protection

- 13.2 Each of the Parties undertakes to comply with their obligations under the Data Protection Legislation and agrees to comply with the provisions of Schedule 2.

Access to information

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

Human Rights Act and Other Legislation

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

New Legislation

- 13.11 Without prejudice to the above clauses, where a Change in Law is enacted during the Contract Period which has the effect of changing the manner in which the Services or any part of it is to be provided and/or the Goods are supplied the Contractor shall ensure that:
- 13.11.1 the Authorised Officer is informed of the nature and effect of such Change in Law and the changes necessitated by it in the Services and/or the Goods;
 - 13.11.2 the Services and/or the Goods are provided in accordance with such Change in Law without any variation to the Contract Charges. For the avoidance of doubt, a Change in Law does not result in a right of the Contractor to change in the Contract Charges.

Rights of Third Parties

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

Equality and Diversity

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

Confidentiality

- 13.14 The Contractor shall keep confidential all information obtained from the Authority or through its provision of the Services and/or the supply of the Goods (which shall be deemed to be Confidential Information).
- 13.15 Subject to clauses 13.3 to 13.9, the Authority shall keep confidential all Confidential Information provided to it by the Contractor.
- 13.16 The provisions of clauses 13.14 and 13.15 shall not apply to any information which:
- 13.16.1 is or becomes public knowledge (otherwise than by a breach of this clause);
 - 13.16.2 was in the possession of the Party concerned without restriction as to its disclosure before receiving it from the other Party;
 - 13.16.3 is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
 - 13.16.4 which a Party is required to disclose by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable Law, including the Freedom of Information Act 2000, the Environmental Information Regulations 2004 and/or the Local Government Transparency Code 2015;
 - 13.16.5 which a Party can demonstrate was lawfully in its possession prior to receipt from the other Party; or
 - 13.16.6 which is disclosed by the Authority on a confidential basis to any central government or regulatory body or where the Authority is required to disclose that information under the Grant Agreement.
- 13.17 Nothing in this clause shall prevent the Authority or the Contractor from disclosing information under or in accordance with any legal requirement, or in accordance with any lawful requirements made by the Authority or by any regulatory body or inspectorate established by law.
- 13.18 The Contractor shall ensure that all the Contractor's staff engaged in the provision of the Services or otherwise with access to information relating to the Services will abide by this confidentiality clause.
- 13.19 Each Party shall notify the disclosing Party immediately if it comes to its notice that any Confidential Information has been or potentially may be improperly disclosed or misused.
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14 NO AGENCY OR PARTNERSHIP

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

15 INDEMNITY AND INSURANCE

- 15.1 The Contractor shall indemnify and hold harmless the Authority against all Losses arising out of or in connection with the delivery of the Services and/or the supply of the Goods including the injury to, or death of, any person, and loss of, or damage to, any property, real or personal which is attributable to the negligent act or default of the Contractor in connection with the delivery of the Services and/or the supply of the Goods provided always that this indemnity shall apply except insofar as Losses incurred by the Authority are directly caused (or directly arise) from the negligence or breach of the Contract by the Authority.
- 15.2 The Contractor shall take out and maintain public liability insurance against its liabilities under clause 15.1 for the minimum sum of £5 million in respect of any one incident and unlimited in aggregate.
- 15.3 The Contractor must take out and maintain employer's liability insurance in a minimum amount for each and every claim, act or occurrence or series of claims, acts or occurrences which complies with statutory requirements (which at the date of the Contract is £10 million).
- 15.4 The Contractor must have professional indemnity insurance in an amount of £2 million for each and every claim, act or occurrence or series of claims, acts or occurrences which is sufficient to cover its liabilities under the Contract.
- 15.5 The Contractor shall maintain such insurances for a period of six (6) years after the end of the Contract. The Contractor shall supply to the Authority on request copies of all insurance policies, cover notes, premium receipts and other documents necessary to establish compliance with clauses 15.2 – 4 inclusive. This clause 15 shall survive the termination or expiry of the Contract.
- 15.6 If, for whatever reason, the Contractor fails to give effect to and maintain the insurances required by the Contract, the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Contractor.
- 15.7 The terms of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under the Contract.

16 USE OF AUTHORITY PREMISES AND ASSETS

- 16.1 The Authority shall provide the Contractor with such accommodation and facilities in the Authority's premises as is specified in the Specification or which is otherwise agreed by the Parties from time to time. The Authority shall make available the Authority assets (if any) detailed in the Specification to the

Contractor for the purposes of delivering the Services and/or supplying the Goods.

16.2 The Contractor shall not carry out any work at any premises owned or occupied by the Authority (including any premises leased by the Authority to the Contractor) other than the Services, or acts incidental to it.

16.3 The Contractor shall ensure that:

16.3.1 Authority premises are accessed in accordance with clause 17;

16.3.2 any Authority assets used by the Contractor are maintained (or restored at the end of the Contract Period) in the same or similar condition as at the Commencement Date (fair wear and tear excepted) and are not removed from Authority premises unless expressly permitted under the Contract or by the Authorised Representative; and

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

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

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

17 SECURITY

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

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

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

17.4 The Contractor shall be responsible for the safekeeping of any keys, passes and other means of access provided by the Authority and shall only permit them to be given to the staff whose names and addresses have been supplied to the Authority and then only to the extent required for the purposes of providing the Services and/or supplying the Goods. The Contractor shall ensure that the

Authorised Officer is informed immediately of the loss of any keys, passes and other means of access and shall pay the cost of replacement and/or any reasonable security measures implemented as a result of such loss.

18 PAYMENT

- 18.1 The Authority will pay the Contract Charges in monthly payments in arrears. Such payment shall be made by BACS wherever possible. The Contract Charges are fixed unless otherwise agreed in writing between the Parties.
- 18.2 Invoices shall be sent electronically by email (or such other electronic form including an invoicing portal as the Authority may specify from time to time) and shall be in such form as may be agreed between the Authority and the Contractor and the Authority will pay the invoices within thirty (30) days of receipt of an undisputed invoice. An invoice shall be deemed to be undisputed where the Authority has not raised any dispute within seven (7) days of receipt.
- 18.3 The Authority reserves the right to vary its invoicing policy at any time. Any expenses of the Contractor involved in the submission of electronic invoices shall be met by the Contractor.
- 18.4 Where any Party disputes any sum to be paid by it then a payment equal to the sum not in dispute shall be paid and the dispute as to the sum that remains unpaid shall be determined in accordance with clause 25. Provided that the sum has been disputed in good faith, interest due on any sums in dispute shall not accrue until thirty (30) days after resolution of the dispute between the Parties.
- 18.5 Subject to clause 18.4, interest shall be payable on the late payment of any undisputed Contract Charges properly invoiced under the Contract in accordance with clause 19. The Contractor shall not suspend the supply of the Services and/or the Goods if any payment is overdue unless it is entitled to terminate the Contract under clause 26.7 for failure to pay undisputed Contract Charges.
- 18.6 The Contractor shall maintain complete and accurate records of, and supporting documentation for, all amounts which may be chargeable to the Authority pursuant to the Contract. Such records shall be retained for inspection by the Authority for six (6) years from the end of the calendar year to which the records relate.
- 18.7 Notwithstanding any other provision of this clause, the Authority may at any time, set off any liability of the Contractor to the Authority against any liability of the Authority to the Contractor, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. Any exercise by the Authority of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.

19 INTEREST

- 19.1 Each party shall pay interest on any sum due under the Contract, calculated as follows:

19.1.1 Rate. four percent (4%) a year above the Bank of England's base rate from time to time, but at four percent (4%) a year for any period when that base rate is below zero percent (0%).

19.1.2 Period. From when the overdue sum became due, until it is paid.

20 VAT

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

21 ASSIGNMENT AND SUB-CONTRACTING

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

21.2 The Contractor shall not:

21.2.1 assign the Contract in whole or in part; or

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

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

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

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

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

22 LEGAL PROCEEDINGS

- 22.1 The Contractor shall notify the Authorised Officer of any accident, damage, claim or breach of any statutory provision relating to the Services and/or the supply of the Goods as soon as reasonably possible after becoming aware of such matter.
- 22.2 If required by the Authorised Officer, the Contractor shall provide relevant information and assistance in connection with any legal inquiry, arbitration, court proceedings or internal disciplinary proceedings relating to the Services and/or the supply of the Goods and if required shall give evidence in such inquiries or proceedings or hearings.

23 LOCAL GOVERNMENT & SOCIAL CARE OMBUDSMAN

- 23.1 The Contractor should note that if a complaint is made to the Authority by a third party relating to the Service, the Local Government & Social Care Ombudsman has the power to investigate such a complaint and the Authority requires the Contractor fully to co-operate in such an investigation. If the Authority is found guilty of maladministration or injustice by the Local Government & Social Care Ombudsman because of the act or default of the Contractor the Contractor shall indemnify the Authority in respect of the Losses arising from such maladministration or injustice.

24 BEST VALUE

- 24.1 In accordance with Part 1 of the Local Government Act 1999 the Authority may from time to time review the Services and/or the supply of the Goods in pursuance of the Authority's wide commitment to continuing Service improvement, having regard to a combination of economy, efficiency and effectiveness and the Contractor shall:
- 24.1.1 participate in and fully co-operate with such reviews; and
 - 24.1.2 provide such assistance and information including, but without limitation, accounting and other record books, business plans, quality assurance, service records and service plans as may be reasonably required by the Authority in relation to the Service.

25 DISPUTE RESOLUTION

- 25.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract and such efforts shall involve the escalation of the dispute to the Authorised Officer and Contract Manager respectively.
- 25.2 If the dispute cannot be resolved by the Authorised Officer and Contract Manager within fourteen (14) days of being escalated as referred to in clause 25.1, the dispute may be referred to a senior member of each Party (the **Senior Representatives**).
- 25.3 If the dispute cannot be resolved by the Senior Representatives within fourteen (14) days of being escalated as referred to in clause 25.2, the Parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation

Procedure. Unless otherwise agreed between the Parties, the mediator shall be nominated by CEDR. To initiate the mediation, a Party must serve notice in writing (**ADR notice**) to the other Party, requesting a mediation. A copy of the ADR notice should be sent to CEDR. The mediation will start not later than thirty days after the date of the ADR notice.

- 25.4 No party may commence any court or arbitration proceedings in relation to the whole or part of the dispute until forty five (45) days after service of the ADR notice, provided that the right to issue proceedings is not prejudiced by a delay.
- 25.5 If the dispute is not resolved within fourteen (14) days of the commencement of the mediation (or such longer period as may be agreed by the Parties) or the mediation terminates before the expiration of the said period of fourteen days, the dispute may be finalised through the courts.

26 TERMINATION

26.1 If the Contractor:

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

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

26.2 The circumstances referred to in clause 26.1.4 are:

- 26.2.1 an application for an interim order is made pursuant to sections 252 – 253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, the Contractor's creditors; or
 - 26.2.2 a petition is presented and not dismissed within fourteen (14) days or order made for the Contractor's bankruptcy; or
 - 26.2.3 a receiver or similar officer is appointed over the whole or any part of the Contractor's assets or any person becomes entitled to appoint a receiver or similar officer over the whole or any part of his assets; or
 - 26.2.4 the Contractor is unable to pay his debts or has no reasonable prospect of doing so, in either case within the meaning of Section 268 of the Insolvency Act 1986; or
 - 26.2.5 a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against the whole or any part of the Contractor's assets and such attachment or process is not discharged within fourteen (14) days; or
 - 26.2.6 he dies, or is adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Capacity Act 2005; or
 - 26.2.7 he suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business.
- 26.3 The circumstances referred to in Clause 26.1.5 are:
- 26.3.1 a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or
 - 26.3.2 a shareholders meeting is convened for the purpose of considering a resolution that it be wound up, or a resolution for its winding up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or
 - 26.3.3 a petition is presented for its winding up (which is not dismissed within fourteen (14) days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to Section 98 of the Insolvency Act 1986; or
 - 26.3.4 a receiver, administrative receiver, or similar officer is appointed over the whole or any part of its business or assets; or
 - 26.3.5 an application order is made either for the appointment of an administrator or for an administration order, an administrator is

appointed, or notice of intention to appoint an administrator is given; or

26.3.6 it is or becomes insolvent within the meaning of Section 123 of the Insolvency Act 1986; or

26.3.7 being a “small company” within the meaning of section 247(3) of the Companies Act 1985, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or

26.3.8 any event similar to those listed at 26.3.1 to 26.3.7 above occurs under the law of any other jurisdiction.

26.4 The circumstances referred to in clause 26.1.6 are:

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

26.4.2 the relevant regulatory body decides to intervene in the Contractor’s business; or

26.4.3 the Contractor suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or

26.4.4 a receiver, administrative receiver, or similar officer is appointed over the whole or any part of its business or assets; or

26.4.5 a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or

26.4.6 a petition is presented to the competent court for its winding up or compulsory liquidation (which is not dismissed within fourteen (14) days of its service); or

26.4.7 the partnership determines to go into a creditors voluntary liquidation; or

26.4.8 Insolvency proceedings are commenced in respect of the partnership.

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

26.5.1 cease to be under any obligation to pay the Contract Charges until the costs of the termination have been calculated, and provided such calculation then shows an amount due to the Contractor;

- 26.5.2 be entitled to reoccupy any premises and any other resources licensed or leased to the Contractor in connection with the Contract;
 - 26.5.3 be entitled to use an alternative contractor to provide the Services and/or supply the Goods or to provide them itself;
 - 26.5.4 be entitled, in respect of any costs directly resulting from the termination of the Contract, to deduct them from any amount which would have been due to the Contractor under this or any other contract with the Contractor, or to recover them from the Contractor as a debt. Such costs shall include the reasonable costs of the Authority in terminating the Contract and making alternative arrangements for the Services and/or the supply of the Goods and any additional expenditure incurred by the Authority in relation to the provision of the Services and/or the supply of the Goods throughout the remainder of the Contract Period (the Authority taking all reasonable steps to mitigate such additional expenditure);
 - 26.5.5 when the total costs, resulting from the termination of the Contract have been calculated and after taking into account any deduction made by the Authority from any sum which would (but for clause 23.5.1 above) have been due to the Contractor, be entitled to any balance due to the Authority which shall be recoverable as a debt, or alternatively the Authority, subject to clause 27, shall pay to the Contractor any balance due.
- 26.6 Without affecting any other right or remedy available to it, the Contract may be terminated in accordance with Special Condition 3 and/or clause 28.
- 26.7 The Contractor may terminate the Contract where any element of the Contract Charges which has not been disputed by the Authority remains unpaid past its due date for a period of sixty (60) days provided that the Contractor has following the expiry of that sixty (60) day period given the Authority not less than thirty (30) days' notice that the Contract shall terminate unless payment is made within that thirty (30) day period. Where payment is made in that period then the Contractor shall not have the right to terminate.
- 26.8 The rights of the Authority under this clause are in addition to and without prejudice to any other rights or remedies the Authority may have whether against the Contractor directly or pursuant to any guarantee or indemnity. Subject to the foregoing provisions of this clause, termination of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract prior to termination.
- 26.9 Upon the expiry or termination of the Contract for any reason,
- 26.9.1 the Contractor shall immediately return to the Authority all property (including Intellectual Property Rights and Authority assets) belonging to the Authority and all confidential information and

personal data which has come into the possession of or has been produced by the Contractor in connection with its provision of the Service;

26.9.2 the Contractor will co-operate with the Authority to ensure an orderly end to the provision of the Services or transition to the provision of the Services by the Authority or by another contractor (as the case may be);

26.9.3 the Contractor shall deliver up to the Authority all Deliverables in existence at the date of expiry or termination and any Records required by the Authority; and

26.9.4 the Authority shall on reasonable notice provide the Contractor with such access as the Contractor reasonably requires to the Authority's premises to remove any of the Contractor's equipment. All such equipment shall be promptly removed by the Contractor.

27 RECOVERY OF SUMS DUE TO THE AUTHORITY

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

28 FORCE MAJEURE

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

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

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

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

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

29 NOTICES

- 29.1 Any notice given to a Party under or in connection with the Contract shall be in writing marked for the attention of the Authorised Officer or the Contract Manager (as appropriate) and shall be
- 29.1.1 delivered by hand or by pre-paid first class post or other next Working Day delivery service at its registered address (if a company) or its principal place of business (in any other case); or
 - 29.1.2 sent by email to the following two addresses for each Party (as may be substituted in writing by the Party to be served):
 - (a) mark.sadler@yorkshiredales.org.uk and rebecca.greenfield@yorkshiredales.org.uk; and
 - (b) [the Contractor] and [the Contractor]
- 29.2 Any notice shall be deemed to have been received:
- 29.2.1 if delivered by hand, at the time the notice is left at the proper address;
 - 29.2.2 if sent by pre-paid first class post or other next Working Day delivery service, at 9.00am on the second Working Day after posting; or
 - 29.2.3 if sent by email, at the time of transmission, or if this time falls outside working hours (9.00am to 5.00pm on a Working Day) in the place of receipt, when working hours resume provided that the Party giving notice has sent the email to both recipient email addresses for the Party received the notice and has received a transmission (delivery) receipt and a read receipt from both addresses.
- 29.3 The provisions of this clause 29 do not apply to the service of proceedings.

30 WAIVER

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

31 SEVERABILITY

- 31.1 If any provision of the Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of the Contract shall continue in full force and

effect as if the Contract had been executed with the invalid, illegal or unenforceable provision eliminated.

32 COUNTERPARTS

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

SCHEDULE 1 – SPECIAL CONDITIONS

Special Condition 1 – Default [NOT USED]

Special Condition 2 – Option to Extend [NOT USED]

Special Condition 3 – Break Clause [NOT USED]

Special Condition 4 – DBS Checking [NOT USED]

Special Condition 5 – Sustainability [NOT USED]

Special Condition 6 – TUPE [NOT USED]