

**CONTRACT FOR THE SUPPLY OF
CONSULTANCY SERVICES**

This agreement is dated

2017

PARTIES

(1) **East Northamptonshire Council** of Cedar Drive, Thrapston, Northamptonshire, NN14 4LZ (the “**Authority**”).

(2) [**FULL COMPANY NAME**] [incorporated and registered in England and Wales] with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (the “**Supplier**”).

BACKGROUND

The Supplier has tendered / quoted for the Services and the Authority and the Supplier have agreed the Supplier shall provide the Services in accordance with this Agreement.

AGREED TERMS

1 Interpretation

1.1 In these terms and conditions:

“Agreement”	means the contract between (i) the Authority and (ii) the Supplier for the Services and comprises these terms and conditions and the schedules appended to them and any purchase order provided by the Authority to the Supplier but excluding any terms and conditions on the reverse of such purchase order;
“Authority’s Representative”	has the meaning given to it in clause 3.2;
“Best Value”	means the general duty of the Authority to achieve continuous improvement in the way in which its functions are exercised pursuant to the provision of the Local Government Act 1999;
“Commencement Date”	means XX 20XX;
“Charges”	means the charges for the Services as specified in the Pricing Schedule;
“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 (including any Personal Data) subject always to clause 13.3;
“Deliverables”	all materials produced by the Supplier in relation to the Services on and / or in any media, including without limitation reports, diagrams, computer programs, data and specifications (including without limitation drafts);
“DPA”	means the Data Protection Act 1998;
“Equipment”	means all such equipment as is necessary for the proper performance of the Services;
“FOIA”	means the Freedom of Information Act 2000;

“Information”	has the meaning given under section 84 of the FOIA;
“Intellectual Property Rights”	patents, rights to inventions, copyright and related rights, trademarks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including without limitation know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all existing and future rights capable of present assignment, applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;
“Method Statements”	means the methodologies and quality responses submitted by the Supplier in his tender for the Services and as contained in schedule 3;
“Party”	means the Supplier or the Authority (as appropriate) and “Parties” shall mean both of them;
“Personal Data”	means personal data (as defined in the DPA) which is processed (as defined in the DPA) by the Supplier or any Staff on behalf of the Authority pursuant to or in connection with this Agreement;
“Pricing Schedule”	means the Pricing Schedule submitted by Supplier as part of its tender and as set out in schedule 2;
“Purchase Order Number ”	means the Authority’s unique number relating to the supply of the Services as specified on the purchase order provided by the Authority to the Supplier before or at the beginning of the provision of the Services;
“Request for Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
“Services”	means the consultancy services to be supplied by the Supplier to the Authority under the Agreement as described in the Specification;
“Specification”	means the specification for the Services set out in schedule 1;
“Staff”	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement;
“Staff Vetting Procedures”	means vetting procedures that accord with good industry practice or, where requested by the Authority, the Authority’s procedures for the vetting of personnel as provided to the Supplier from time to time;
“Supplier’s Representative”	has the meaning given to it in clause 3.1;
“Term”	the period commencing on the Commencement Date and ending on XXX subject to earlier termination in accordance with this Agreement;
“VAT”	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
“Working Day”	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

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

- 1.2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
 - 1.2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
 - 1.2.3 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
 - 1.2.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
 - 1.2.5 the word 'including' shall be understood as meaning 'including without limitation'.
- 1.3 Where there is any conflict or inconstancy between the provision of this Agreement, such conflict or inconsistency shall be resolved according to the following order of priority
- 1.3.1 the clauses of this Agreement
 - 1.3.2 the schedules to this Agreement excluding schedule 3;
 - 1.3.3 schedule 3 to this Agreement

2 Supply of Services

- 2.1 In consideration of the Authority's agreement to pay the Charges, the Supplier shall supply the Services to the Authority for the Term subject to and in accordance with the Agreement.
- 2.2 In supplying the Services, the Supplier shall:
- 2.2.1 co-operate with the Authority in all matters relating to the Services and comply with all the Authority's instructions;
 - 2.2.2 provide the Services and Deliverables within the timescales as may from time to time be specified by the Authority acting reasonably;
 - 2.2.3 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier's industry, profession or trade;
 - 2.2.4 provide the Services in such a manner as to ensure that the services provided by the Authority are not disrupted;
 - 2.2.5 ensure that the Services shall conform with all descriptions and specifications set out in the Specification and are carried out in accordance with the Method Statements;
 - 2.2.6 comply with all applicable laws; and
 - 2.2.7 maintain and document a quality control system in respect of the Services reasonably acceptable to the Authority's Representative.
- 2.3 Without prejudice to the generality of clause 2.2.6 where the Supplier has Personal Data the Supplier shall ensure that it complies with the DPA. Without in anyway limiting the foregoing the Supplier shall treat any Personal Data with no less care and security that it treats the personal data of its own employees.
- 2.4 Both Parties shall act in good faith towards each other in relation to all matters arising under this Agreement and without limiting the generality of the foregoing:
- 2.4.1 the Supplier shall inform the Authority's Representative fully and as soon as possible of any circumstances which might affect the Supplier's ability to provide the Services whether temporarily or permanently;

- 2.4.2 each Party shall inform the other fully and as soon as possible of any circumstances which might lead to any substantial change in the nature, composition or amount of work involved in the provision of the Services or any other circumstance which might alter the burden of a Party's obligations under this Agreement
- 2.5 The Supplier shall provide such assistance and information to the Authority as the Authority may reasonably request in order for the Authority to comply with its obligations in relation to Best Value and continuous improvement generally.
- 2.6 The Authority may by written notice to the Supplier at any time request a variation to the scope of the Services. In the event that the Supplier agrees to any variation to the scope of the Services and that variation affects the costs to the Supplier of providing the Services, the Charges shall be subject to fair and reasonable adjustment (taking into account the Pricing Schedule) to be agreed in writing between the Authority and the Supplier. No variation to this Agreement shall be valid or take any effect unless it is signed by the Authority's Representative and the Supplier's Representative.

3 Representatives

- 3.1 The Supplier's Representative means the following person who shall be the agent of the Supplier for all purposes in connection with this Agreement:
- | | | |
|-------|------------------|----------|
| 3.1.1 | Name | [insert] |
| 3.1.2 | Telephone Number | [insert] |
| 3.1.3 | Address | [insert] |
| 3.1.4 | E-Mail Address | [insert] |
- 3.2 The Authority's Representative means the following person who shall be the agent of the Authority for all purposes in connection with this Agreement:
- | | | |
|-------|------------------|----------|
| 3.2.1 | Name | [insert] |
| 3.2.2 | Telephone Number | [insert] |
| 3.2.3 | Address | [insert] |
| 3.2.4 | E-Mail Address | [insert] |

4 Term

- 4.1 The Supplier shall provide the Services for the Term.

5 Charges, Payment and Recovery of Sums Due

- 5.1 The Charges shall be the full and exclusive remuneration to the Supplier in respect of the Services. Unless otherwise agreed in writing by the Authority, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services. The Supplier may not make any claim for additional payment on the grounds of any misunderstanding as to the conditions, regulations or requirements relating to the provision of the Services.
- 5.2 The Supplier shall invoice the Authority following completion of the Services
- 5.3 Each invoice shall include the Purchase Order Number and such other supporting information as the Authority may reasonably require to verify the accuracy of the invoice.
- 5.4 In consideration of the supply of the Services by the Supplier, the Authority shall

consider and verify all invoices submitted by the Supplier in a timely manner and, subject to clause 5.6, shall pay the Supplier the invoiced amounts no later than 30 days after receipt of a valid invoice. The Authority may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.

- 5.5 All amounts stated are exclusive of VAT, which shall be charged at the prevailing rate. The Authority shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.
- 5.6 If there is a dispute between the Parties as to the amount invoiced, the Authority shall pay the undisputed amount. The Supplier shall not suspend the supply of the Services. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.
- 5.7 If a Party fails to make any payment due to the other Party under this Agreement by the due date for payment, then the defaulting party shall pay interest on the overdue amount at the rate of 4% per annum above Lloyds Bank base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount
- 5.8 Without prejudice to clause 11.1 if the Supplier uses sub-contractors for the provision of the Services the Supplier shall:
 - 5.8.1 ensure that contracts with such sub-contractors contain a provision requiring the Supplier to consider and verify all invoices submitted by the sub-contractor in a timely manner and a provision to pay any undisputed sums which are due from it to the sub-contractor within a specified period no exceeding 30 days from the receipt of a valid invoice;
 - 5.8.2 pay any undisputed sums which are due from it to a sub-contractor within 30 days from the receipt of a valid invoice; and
 - 5.8.3 ensure that its sub-contracts (and any further sub-contracts) contain provisions analogous to this clause 5.8.

6 Intellectual Property Rights

- 6.1 The Supplier hereby assigns to the Authority, with full title guarantee and free from all third party rights, the Intellectual Property Rights and all other rights in the products of the Services (including the Deliverables).
- 6.2 The Supplier shall do or procure to be done all such further acts and things and execute or procure the execution of all such other documents for the purpose of securing for the Authority the full benefit of this Agreement, including all right, title and interest in and to the Intellectual Property Rights and all other rights assigned to the Authority in accordance with clause 6.1 and / or clause 16.4.3.
- 6.3 The Supplier shall indemnify the Authority against all claims, demands, actions, costs, expenses (including legal costs on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any Intellectual Property Right by the availability of the Services, except to the extent that they have been caused by or contributed to by the Authority's acts or omissions.

7 Premises

- 7.1 The Authority shall provide the Supplier with reasonable access at reasonable times to

its premises for the purpose of supplying the Services. All Equipment and other items brought onto the Authority's premises or otherwise used in the provision of the Services by the Supplier shall be at the Supplier's risk.

- 7.2 The Supplier shall be solely responsible for making good any damage to the Authority's premises and / or to any objects contained on such premises which is caused by the Supplier, other than fair wear and tear.
- 7.3 While on the Authority's premises the Supplier shall, and shall procure that all Staff shall, comply with the Authority's security requirements.

8 Equipment

- 8.1 The Supplier shall at all times during the Term provide and maintain all Equipment as is necessary for the proper performance of the Services.
- 8.2 The Supplier shall at its own expense keep all Equipment at all times in good and serviceable repair and in such condition as is required to perform the Services in accordance with this Agreement.
- 8.3 The Supplier shall ensure that Equipment used to provide the Services complies with all applicable laws and be entirely suitable for the performance of the Services.
- 8.4 Any equipment provided by the Authority for the purposes of this Agreement shall remain the property of the Authority and shall be used by the Supplier and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Authority on expiry or termination of the Agreement.
- 8.5 The Supplier shall reimburse the Authority for any loss or damage to the equipment provided by the Authority (other than deterioration resulting from normal and proper use) caused by the Supplier or any Staff.

9 Staff

- 9.1 The Supplier shall:
 - 9.1.1 ensure that all Staff are appropriately supervised, qualified, trained and experienced to provide the Services and that they provide the Services with all reasonable skill, care and diligence;
 - 9.1.2 retain control of the Staff at all times so that the Staff shall not be deemed to be employees, agents or contractors of the Authority;
 - 9.1.3 be liable at all times for all acts or omissions of Staff, so that any act or omission of a member of any Staff which results in a default under this Agreement shall be a default by the Supplier;
 - 9.1.4 replace at its own cost (temporarily or permanently, as appropriate) any member of Staff as soon as practicable if any Staff have been removed or are unavailable for any reason whatsoever;
 - 9.1.5 if requested, provide the Authority with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Authority's premises in connection with the Agreement;
 - 9.1.6 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Authority; and
 - 9.1.7 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures.

- 9.2 If the Authority reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:
- 9.2.1 refuse admission to the relevant person(s) to the Authority's premises;
 - 9.2.2 direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or
 - 9.2.3 require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Authority to the person removed is surrendered,
- and the Supplier shall comply with any such notice.
- 9.3 The Supplier shall at all times be fully responsible for the payment of all income or other taxes, national insurance contributions or levies of any kind, and any other statutory payments or deductions relating to or arising out of the employment of any person employed by the Supplier

10 Default in Performance

- 10.1 Without prejudice to any other right or remedy the Authority may have, if the Supplier fails to provide the Services in whole or in part in accordance with this Agreement the Authority may, itself or using one or more third parties, provide such Services. The costs and charges incurred by the Authority in so doing shall be paid by the Supplier to the Authority on demand or may be deducted by the Authority from any moneys due or which may become due to the Supplier.

11 Assignment and sub-contracting

- 11.1 The Supplier shall not without the prior written consent of the Authority assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement. The Authority may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.
- 11.2 Where the Authority has consented to the placing of sub-contracts, the Supplier shall, at the request of the Authority, send copies of each sub-contract, to the Authority as soon as is reasonably practicable.
- 11.3 The Authority may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Agreement.

12 Governance and Records

- 12.1 The Supplier shall at no additional cost to the Authority:
- 12.1.1 on reasonable notice attend such meetings as the Authority may reasonably require with officers and / or members of the Authority and / or attend any committee or sub-committee of the Authority as the Authority may reasonably require and shall ensure that its representatives are suitably qualified and knowledgeable of the Services to attend such meetings; and
 - 12.1.2 submit progress reports to the Authority at the times and in the format specified by the Authority.
- 12.2 The Supplier shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by the Authority. The Supplier shall on request afford the Authority or the Authority's

representatives such access to those records as may be reasonably requested by the Authority in connection with the Agreement.

13 Confidentiality, Transparency and Publicity

13.1 Subject to clause 13.2, each Party shall:

13.1.1 treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and

13.1.2 not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.

13.2 Notwithstanding clause 13.1, a Party may disclose Confidential Information which it receives from the other Party:

13.2.1 where disclosure is required by applicable law or by a court of competent jurisdiction;

13.2.2 to its auditors or for the purposes of regulatory requirements;

13.2.3 on a confidential basis, to its professional advisers;

13.2.4 to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;

13.2.5 where the receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Agreement provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 13.2.5 shall observe the Supplier's confidentiality obligations under the Agreement; and

13.2.6 where the receiving Party is the Authority:

(a) on a confidential basis to the employees, agents, consultants and contractors of the Authority;

(b) on a confidential basis to any successor body or organisation to which the Authority transfers or proposes to transfer all or any part of its business;

(c) to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions (including without limitation pursuant to clause 18.5); or

(d) in accordance with clause 14

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement, employment contract or arrangement containing terms no less stringent than those placed on the Authority under this clause 13.

13.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the text of the Agreement is not Confidential Information and the Supplier hereby gives its consent for the Authority to publish this Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Authority may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA and The Local Government Transparency Code 2014. In addition the Supplier acknowledges that the

Authority may publish to the general public (including on its website) all payments the Authority makes and the Supplier hereby consents to any such payment made in connection with the Services to be so published and acknowledges that such information is not Confidential Information.

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

14 Freedom of Information

- 14.1 The Supplier acknowledges that the Authority is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:

14.1.1 provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;

14.1.2 transfer to the Authority all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;

14.1.3 provide the Authority with a copy of all Information belonging to the Authority requested in the Request for Information which is in its possession or control in the form that the Authority requires within 5 Working Days (or such other period as the Authority may reasonably specify) of the Authority's request for such Information; and

14.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Authority.

- 14.2 The Supplier acknowledges that the Authority may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Supplier or the Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier. In these circumstances the Authority shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.

- 14.3 Notwithstanding any other provision in the Agreement, the Authority shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

15 Force Majeure

Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than two months, either Party may terminate the Agreement by written notice to the other Party. For the avoidance of doubt, but for illustrative purposes only, circumstances beyond the reasonable control of the Party affected shall not include strikes or lockouts by employees.

16 Termination

- 16.1 Without prejudice to any other right or remedy it might have (including without limitation pursuant to clause 18.3), the Authority may terminate the Agreement by written notice to the Supplier with immediate effect if the Supplier:

- 16.1.1 (without prejudice to clause 16.1.5), is in material breach of any obligation under the Agreement which is not capable of remedy;
 - 16.1.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;
 - 16.1.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
 - 16.1.4 undergoes a change of control within the meaning of section 1124 of the Corporation Tax Act 2010;
 - 16.1.5 breaches any of the provisions of clauses 13, 14 and 17; or
 - 16.1.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16.1.6) in consequence of debt in any jurisdiction.
- 16.2 The Supplier shall notify the Authority as soon as practicable of any change of control as referred to in clause 16.1.4 or any potential such change of control.
- 16.3 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and clauses 1, 6, 8.4, 8.5, 10, 12, 13, 14, 16.3, 16.4, 17.6, 18, 19, 20, 21 and 22 and any other provision of the Agreement that either expressly or by implication has effect after termination shall continue to have effect.
- 16.4 Upon termination or expiry of the Agreement, the Supplier shall:
- 16.4.1 give all reasonable assistance to the Authority;
 - 16.4.2 immediately deliver to the Authority all copies of information or data provided by the Authority to the Supplier for the purposes of the Agreement. The Supplier shall certify to the Authority that it has not retained any copies of such information or data, except for one copy which the Supplier may use for audit purposes only and subject to the confidentiality obligations in this Agreement; and
 - 16.4.3 immediately deliver to the Authority all specifications and other documentation comprised in the Deliverables and existing at the date of such termination, whether or not then complete. All Intellectual Property Rights in such materials shall automatically pass to and vest in the Authority (to the extent that they have not already done so by virtue of clause 6).

17 Compliance and Insurance

- 17.1 The Supplier shall perform the Services in accordance with:
- 17.1.1 the requirements of the Health and Safety at Work etc Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Staff and other persons working on the Site in the performance of its obligations under the Agreement; and
 - 17.1.2 the Supplier's health and safety policy.
- 17.2 Without in anyway limiting the other provisions of the Agreement the Supplier shall:

- 17.2.1 comply with all relevant codes of practice relating to the Services including those issued by the Health and Safety Executive;
- 17.2.2 ensure all Staff are issued with and, during the provision of the Services, use appropriate personal protective equipment;
- 17.2.3 provide the Services in such a way as to eliminate or minimise, so far as is reasonably practicable, any health and safety risks to the Staff, members of the public and any other persons;
- 17.2.4 accept full responsibility for the day-to-day operational aspects of health and safety while performing the Services;
- 17.2.5 inform the Authority immediately of any breaches in health and safety law;
- 17.2.6 co-operate fully with the Authority in its monitoring of health and safety standards;
- 17.2.7 inform the Authority immediately in writing of any health and safety issues relating to the Authority's health and safety responsibilities in relation to the Agreement; and
- 17.2.8 inform the Authority in writing of all RIDDOR reportable incidents as soon as possible (including outside normal office hours).
- 17.3 The Authority may conduct monitoring, reviews and audits of the health and safety arrangements in place in relation to the provision of the Services. The Supplier shall co-operate and shall procure that any relevant sub-contractor co-operates with the Authority in relation to such monitoring, reviews and audits.
- 17.4 The Supplier shall provide its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) to the Authority on request.
- 17.5 The Supplier shall:
 - 17.5.1 perform its obligations under the Agreement in accordance with all applicable equality law; and
 - 17.5.2 take all reasonable steps to secure the observance of clause 17.5.1 by all Staff.
- 17.6 The Supplier shall at its own cost effect and maintain with a reputable insurance company a policy or policies of insurance providing as a minimum the following levels of cover:
 - 17.6.1 public liability insurance with a limit of indemnity of not less than £1,000,000 in relation to any one claim or series of claims;
 - 17.6.2 employer's liability insurance with a limit of indemnity of not less than £5,000,000 in relation to any one claim or series of claims; and
 - 17.6.3 professional indemnity insurance with a limit of indemnity of not less than £1,000,000

(the "**Required Insurances**"). The cover shall be in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's performance of the Agreement, including death or personal injury, loss of or damage to property or any other loss. The Supplier shall maintain the insurance required pursuant to clause 17.6.3 for six years after expiry or early termination of this Agreement.
- 17.7 The Supplier shall give the Authority, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the Required Insurances are in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

- 17.8 If, for whatever reason, the Supplier fails to give effect to and maintain the Required Insurances, the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.
- 17.9 The terms of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under or in connection with the Agreement.

18 Prevention of Fraud and Corruption

- 18.1 The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.
- 18.2 The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Agreement and shall notify the Authority immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.
- 18.3 If the Supplier or the Staff engages in conduct prohibited by clause 18.1 or commits fraud in relation to the Agreement or any other contract with the Authority the Authority may:
- 18.3.1 terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Authority resulting from the termination, including the cost reasonably incurred by the Authority of making other arrangements for the supply of the Services and any additional expenditure incurred by the Authority throughout the remainder of the Agreement; or
 - 18.3.2 recover in full from the Supplier any other loss sustained by the Authority in consequence of any breach of this clause.
- 18.4 The Supplier shall ensure that its employees and agents are made aware of the Authority's whistleblowing policy and that the details of this policy are fully explained to them, and the Supplier shall provide the Authority with evidence of doing so upon request.
- 18.5 The Authority is under a duty to protect the public funds it administers and consequently may use information about the Supplier which it has acquired for the prevention and detection of fraud. The Authority may share for such purposes all such information with other bodies responsible for auditing or administering public funds, including as part of the National Fraud Initiative (or any such initiative as may from time to time replace the same).

19 Dispute Resolution

- 19.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.
- 19.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 19.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the "**Mediator**") chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
- 19.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

20 General

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

21 Notices

- 21.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class post or, subject to clause 21.3, e-mail to the address of the relevant Party set out in clause 3, or such other address as that Party may from time to time notify to the other Party in accordance with this clause:
- 21.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.
- 21.3 Notices under clauses 15 (Force Majeure), 16 (Termination) and 18 (Prevention of Fraud and Corruption) may be served by email only if the original notice is then sent to the recipient by personal delivery or first class post in the manner set out in clause 21.1.

22 Governing Law and Jurisdiction

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

Schedule 1
Specification

Schedule 2
Pricing Schedule

Schedule 3
Method Statements

This Agreement has been entered into on the date stated at the beginning of this Agreement.

Signed on behalf of the Supplier by

.....
Director

Signed on behalf of East Northamptonshire Council by

.....
Authorised Signatory