

**Front Sheet**

**DATE** leave blank until the contract is signed by the Council

(1)  
**Ealing Council**

**- and -**

(2)  
**Leave blank until the Contractor has been  
selected, then insert name of  
Contractor**

**Contract for 2020-21 Navigator Service**

# Signature Page

This Contract is dated the **insert date Contract is signed by the Council**

**Signed for and on behalf of the Council of the London Borough of Ealing by**

Signature: .....

Name IN CAPITALS: .....

Service Director for: .....

[Note: The Contract must be signed personally by the service director for the relevant department]

Signature: .....

Name IN CAPITALS: .....

Executive Director for: .....

[Note: The executive director must also sign personally, if the contract is worth £150,000 or more]

**Signed for and on behalf of **insert name of Contractor** by**

Signature: .....

Name IN CAPITALS: .....

Designation: .....

[Note: The Contract must be signed personally by someone authorised to commit the Contractor to the Contract. This will usually be a director (if the Contractor is a company), a partner (if the Contractor is a partnership) or the sole owner of a firm]

## 1. Parties

- 1.1 **Council: The Council of the London Borough of Ealing** of Town Hall, New Broadway, Ealing, London W5 2BY
- 1.2 **Contractor: insert the name of the Contractor** whose address for all purposes of this Contract (including service of documents and proceedings) is : **insert the address of the Contractor (this will be the registered address if a limited company)**
- 1.3 The **Council** and the **Contractor** are the **Parties** to this Contract; individually, they are each a **Party** to the Contract.
- 1.4 Where the context allows or requires, **Council** and **Contractor** include employees, agents, contractors and sub-contractors of the relevant **Party**.

## 2. Contract

- 2.1 This **Contract** is the contract between the **Parties** for the provision of the **Service** by the **Contractor** to the **Council** and incorporates these terms and conditions of contract, the **Statement of Requirements** and the **Contractor's Offer**.
- 2.2 The **Statement of Requirements** is the comprehensive description of the **Council's** requirements for the **Service**. The **Statement of Requirements** is set out in Schedule 1.
- 2.3 The **Contractor's Offer** is the **Contractor's** offer to provide the **Service** in accordance with the **Statement of Requirements**. The **Contractor's Offer** is set out in Schedule 2 and the **Council** has signified its acceptance of the **Contractor's Offer** by signing this **Contract**. The **Contractor** has satisfied itself as to the accuracy and the sufficiency of the **Contractor's Offer** and that it includes provision for all of the **Contractor's** obligations under this **Contract**.
- 2.4 This **Contract** is the sole and entire contract between the **Parties** for the provision of the **Service** and, save as expressly provided, supersedes all prior negotiations, submissions, representations or undertakings in respect of the **Service**
- 2.5 The **Statement of Requirements** takes precedence over the **Contractor's Offer** and these terms and conditions of contract take precedence over both.

### 3. Provision of the Service

- 3.1 This **Contract** begins on the **1<sup>st</sup> April 2020** (the **Commencement Date**) and ends on the **31<sup>st</sup> March 2021** (the **End Date**). **Note : the Commencement Date must not be before this document is signed by both Parties.**
- 3.2 The **Contractor** shall provide the **Service** from (and including) the **Commencement Date** to (and including) the **End Date** and it is a condition of the **Contract** that the **Service** is provided with all due skill, care and diligence to be expected of competent contractor experienced in providing services of the type, size and scope of the **Service**.
- 3.3 The **Contractor** shall ensure that in providing the **Service** it complies with all the requirements and provisions of the **Statement of Requirements** and the **Contractor's Offer**.
- 3.4 The **Council** shall allow the **Contractor** reasonable access to its premises for the purpose of providing the **Service**.

### 4. Management of the Contract

- 4.1 The **Council Contract Manager (CCM)** is authorized by the Council to manage the **Contract** on its behalf at a day-to-day operational level and to exercise all powers of the **Council** in relation to the **Contract**.
- 4.2 If the **Contractor** requires any explanation or clarification of the **Statement of Requirements**, or any direction as to the operation of the **Contract**, it shall apply to the **CCM**, and shall accept and comply with the **CCM's** explanation or direction.
- 4.3 From time to time the **CCM** may appoint one or more other persons to act in his place, either generally or for specified periods or purposes. The **CCM** shall notify the **Contractor** of any such appointments he may make.
- 4.4 The **Contractor** shall appoint a competent, qualified and experienced **Service Delivery Manager (SDM)** to manage the **Service** on its behalf. The **SDM** shall be authorized to act on behalf of the **Contractor** for all purposes connected with this **Contract** and any statement or direction given to the **SDM** shall be deemed to have been given to the **Contractor**.

- 4.5 The **SDM** shall make himself available during working hours to be contacted and to work in connection with the **Service**. Working hours are dependent on the service provision. If the **SDM** is unavailable because of holiday, sickness or statutory daily breaks, he shall nominate a deputy to perform the duties of the **SDM**.
- 4.6 The **Contractor** shall be responsible for the activities of its personnel engaged in the provision of the **Service**. The **Contractor's** personnel includes employees, agency staff and sub-contractors. The **Contractor** shall engage sufficient competent, qualified and experienced personnel to ensure that the **Service** is provided at all times and in all respects in accordance with the **Statement of Requirements**, the **Contractor's Offer** and these terms and conditions of contract.
- 4.7 The **CCM**, acting reasonably, may because of the nature of the **Service** or the locations at which it is to be provided or the behaviour of any of the **Contractor's** personnel, require the **Contractor** to remove any such personnel from the provision of the **Service** by giving the **SDM** written notice to that effect, stating the reasons. The **Contractor** shall forthwith remove such personnel as may be required by the **CCM** from the provision of the **Service** and shall as soon as reasonably possible provide a replacement of appropriate skills and experience. For the avoidance of doubt, removal of **Contractor's** personnel from the provision of the **Service** does not mean dismissal from the employment of the **Contractor** and the **Council** shall not be liable either to the **Contractor** or to any of its personnel in respect of any liability, loss or damage occasioned by removal from the provision of the **Service**.
- 4.8 The **Contractor** recognizes that in the course of providing the **Service** some of its personnel may be required to work directly with or have access to children or vulnerable adults. Notwithstanding the provisions of the Rehabilitation of Offenders Act 1974, the **Contractor** shall ensure that an Enhanced Disclosure issued by the Disclosure and Barring Service is provided to the **CCM** in respect of any member of the **Contractor's** personnel who may be engaged in such work within five working days of the **Commencement Date** or (in respect of individuals who become members of

the **Contractor's** personnel after the **Commencement Date**) within five working days of their becoming a member of the **Contractor's** personnel.

- 4.9 The **SDM** shall meet with the **CCM** at least once a quarter to monitor the performance of the **Contract** and to ensure that it is performed in a continuous, effective and efficient manner and in accordance with the **Statement of Requirements**, the **Contractor's Offer** and these terms and conditions of contract. **The Contractor** shall allow the **Council** access at all reasonable times and on reasonable notice to all premises of the **Contractor** to inspect work being done as part of this **Contract**, to all records and information relating to this **Contract**, to any of the **Contractor's** personnel and to all resources and systems used by the **Contractor** in connection with this **Contract**.

## 5. Payment

- 5.1 In consideration of the **Contractor** fully performing its obligations under this **Contract**, the **Council** shall pay the **Contractor** the **Price** in accordance with this Condition 5.
- 5.2 The **Price** is **insert amount in pounds sterling** per **insert period e.g. week, month, year**.
- 5.3 The **Contractor** shall submit VAT invoices to the **Council** either via the e-mail address [invoices@ealing.gov.uk](mailto:invoices@ealing.gov.uk) at the end of each quarter

Invoices will not be considered correct and valid unless they include the number of the relevant purchase order.

- 5.4 The **Council** will only pay the full **Price** if the **Performance Indicators** have been met. The **Performance Indicators** are set out in the **Statement of Requirements**. Verification of this requirement will be as set out in the **Statement of Requirements** and the procedure of verification will not exceed thirty days. If the **Performance Indicators** have not been met, the **CCM** will notify the **Contractor** in writing within five working days of receipt of an invoice what deduction will be made from the invoiced amount. The

rates of permissible deductions are set out in the **Statement of Requirements**.

- 5.6 The **Council** shall pay each invoice, subject to any permissible deductions and together with Value Added Tax at the appropriate rate, within thirty days of receipt.
- 5.7 Interest shall be payable by the **Council** on the late payment of any undisputed sums of money properly invoiced in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 as amended by the Late Payment of Commercial Debts Regulations 2002 and the Late Payment of Commercial Debts Regulations 2013
- 5.8 Where the **Contractor** enters into a sub-contract with a supplier or contractor for the purpose of performing the agreement, it shall cause a term to be included in such a sub-contract that requires payment to be made of undisputed sums by the **Contractor** to the sub-contractor within a specified period not exceeding thirty days from the receipt of a valid invoice, as defined by the sub-contract requirements

## **6. The Contractor's Specific Obligations**

- 6.1 The **Contractor** shall, at its own cost, provide all necessary premises, facilities, equipment, materials, personnel and anything else required for the proper performance of this **Contract**.
- 6.2 The **Contractor** shall at all times comply with:
- 6.2.1 the requirements of the Health and Safety at Work etc. Act 1974, the Management of Health and Safety at Work Regulations 1999 as amended and all other statutory provisions relating to health and safety; and
- 6.2.2 all statutory requirements required to be observed and performed in connection with this **Contract**.
- 6.3 The **Contractor** shall adopt a policy to comply with the requirements of all equal opportunities legislation and shall not treat any individual or a group of people less favourably than others because of colour, race, nationality, ethnic origin, religion, faith or belief, sex, sexual orientation, disability or age and, further, shall seek to promote equality among its personnel and generally. The **Contractor** shall set out its equal opportunities policy in

instructions to those concerned with recruitment, training or promotion, in documents available to its personnel and recognized trade unions or other representative groups of its personnel and in its advertisements and literature. The **Contractor** shall take all reasonable steps to ensure that its personnel engaged in the provision of the **Service** do not act towards **Council** customers, **Council** personnel or members of the public in a manner that could amount to harassment on any of the grounds mentioned in this condition 6.3.

- 6.4 The **Contractor** shall not ask for or accept any gratuity, tip or any other form of money-taking or reward in connection with the Contract, other than the **Price**.
- 6.5 The **Contractor** shall not speak to the press or broadcasting media about any matters connected with the **Contract**, except with the prior consent of the **CCM**. The **Contractor** shall not advertise its provision of the **Service** to the **Council** or use the Council's corporate logo, coat of arms or name without the prior consent of the **CCM**.
- 6.6 The **Contractor** shall co-operate fully with any enquiry or investigation made by the **Council's** internal or external auditors, or any other quality or performance inspectors, that in any way concerns this **Contract** or any sums claimed or charged in relation to this **Contract**. The Contractor acknowledges that the Council may use information given by the **Contractor** in connection with this **Contract** to prevent and detect fraud and money-laundering; it may also share this information, for the same purpose, with other organizations that handle public funds.
- 6.7 The **Contractor** shall maintain (and shall ensure any sub-contractor maintains) the following insurance throughout this **Contract**:
- 6.7.1 public and product liability insurance (including an indemnity of principals clause) of not less than £5 million
  - 6.7.2 employer's liability insurance (including an indemnity of principals clause and complying with the Employer's Liability (Compulsory Insurance) Act 1969) of not less than £10 million
  - 6.7.3 (and for a period of six years after the **End Date**) professional indemnity insurance of not less than £2 million.

The **Contractor** shall produce written proof upon each policy renewal date that it has complied with this condition.

- 6.8 The **Contractor** shall be liable for and shall indemnify and keep indemnified the Council against all liabilities, actions, damages, costs, losses, claims, expenses, demands and proceedings whatsoever either arising directly from the breach by the **Contractor** of any of its obligations under this **Contract** or which the **Contractor** ought reasonably to have foreseen as being the probable result of its breach of any of its obligations under this **Contract**.
- 6.9 The **Contractor** warrants:
- 6.9.1 that it will, on request, disclose to the **Council** accurate information as to the identity of its employees engaged wholly or mainly in delivering the **Service** and their terms and conditions of employment;
- 6.9.2 that it will indemnify the **Council** for any liabilities, actions, damages, costs, losses, claims, expenses, demands and proceedings whatsoever arising from injuries, discrimination, harassment or harm of any sort suffered by any of those employees in the course of their employment by the **Contractor**; and
- 6.9.3 at the end of the **Contract**, it will co-operate fully and effectively with the **Council** and any subsequent contractor to ensure a smooth transition from one contract to another.
- 6.10 The **Contractor** acknowledges that the **Council** is subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR). The **Contractor** shall:
- a) provide all necessary assistance and cooperation as reasonably requested by the **Council** to enable the **Council** to comply with its obligations under the FOIA and EIR;
  - b) transfer to the **Council** all requests for information relating to this **Contract** that it receives as soon as practicable and in any event within two (2) working days of receipt;
  - c) provide the **Council** with a copy of all information belonging to the **Council** requested in the request for information which is in its possession or control in the form that the **Council** requires within five (5) working days (or

such other period as the **Council** may reasonably specify) of the **Council's** request for such information; and

d) not respond directly to a request for information unless authorised in writing to do so by the **Council**

- 6.11 The **Contractor** acknowledges that the **Council** may be required under the FOIA and EIR to disclose information (including commercially sensitive information) without consulting or obtaining consent from the **Contractor**. The **Council** shall take reasonable steps to notify the **Contractor** of a request for information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision of this **Contract**) the **Council** shall be responsible for determining in its absolute discretion whether any commercially sensitive information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIR.
- 6.12 The **Parties** acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA the text of this **Contract**, and any Schedules to this **Contract**, is not confidential information. The **Council** shall be responsible for determining in its absolute discretion whether any part of the **Contract** or its Schedules is exempt from disclosure in accordance with the provisions of the FOIA.
- 6.13 Notwithstanding any other term of this **Contract**, the **Contractor** hereby gives its consent for the **Council** to publish this **Contract** and its Schedules in its entirety, including from time to time agreed changes to the **Contract**, to the general public in whatever form the **Council** decides.
- 6.14 The **Contractor** shall in performing its obligations under this **Contract** comply with and ensure its sub-contractors comply with the Modern Slavery Act 2015 and any anti-slavery policy of the **Council** as supplied to it.
- 6.15 The **Contractor** shall indemnify and keep indemnified the **Council** against all actions, claims, demands, proceedings, damages, costs, losses, charges and expenses whatsoever in respect of any breach by the **Contractor** of clauses 6.11 to 6.14.

## **6A. Data Protection**

- 6A.1 The **Parties** acknowledge that for the purposes of the Data Protection Legislation, the **Council** is the Controller and the **Contractor** is the Processor. The only processing that the **Contractor** is authorised to do is listed in Schedule 3 by the **Council** and may not be determined by the **Contractor**.
- 6A.2 The **Contractor** shall notify the **Council** immediately if it considers that any of the **Council's** instructions infringe on the Data Protection Legislation.
- 6A.3 The **Contractor** shall provide all reasonable assistance to the **Council** in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the **Council**, include:
- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
  - (b) an assessment of the necessity and proportionality of the processing operations in relation to the **Services**;
  - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
  - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 6A.4 The **Contractor** shall, in relation to any Personal Data processed in connection with its obligations under this **Contract**:
- (a) process that Personal Data only in accordance with Schedule 3, unless the **Contractor** is required to do otherwise by Law. If it is so required the **Contractor** shall promptly notify the **Council** before processing the Personal Data unless prohibited by Law;
  - (b) ensure that it has in place Protective Measures, which have been reviewed and approved by the **Council** as appropriate to protect against a Data Loss Event having taken into account of the:
    - (i) nature of the data to be protected;

- (ii) harm that might result from a Data Loss Event;
  - (iii) state of technological development; and
  - (iv) cost of implementing any measures;
- (c) ensure that:
  - (i) the Contractor Personnel do not process Personal Data except in accordance with this **Contract** (and in particular Schedule 3);
  - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Contractor Personnel who have access to the Personal Data and ensure that they:
    - (A) are aware of and comply with the **Contractor's** duties under this clause;
    - (B) are subject to appropriate confidentiality undertakings with the **Contractor** or any Sub-processor;
    - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the **Council** or as otherwise permitted by this **Contract**; and
    - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the **Council** has been obtained and the following conditions are fulfilled:
  - (i) the **Council** or the **Contractor** has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the **Council**;
  - (ii) the Data Subject has enforceable rights and effective legal remedies;
  - (iii) the **Contractor** complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the **Council** in meeting its obligations); and

- (iv) the **Contractor** complies with any reasonable instructions notified to it in advance by the **Council** with respect to the processing of the Personal Data;
- (e) at the written direction of the **Council**, delete or return Personal Data (and any copies of it) to the **Council** on termination of the **Contract** unless the **Contractor** is required by Law to retain the Personal Data.

6A.5 Subject to clause 6A.6, the **Contractor** shall notify the **Council** immediately if it:

- (a) receives a Data Subject Access Request (or purposed Data Subject Access Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this **Contract**;
- (e) receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- (f) becomes aware of a Data Loss Event.

6A.6 The **Contractor's** obligation to notify under clause 6A.5 shall include the provision of further information to the **Council** in phases, as details become available.

6A.7 Taking into account the nature of the processing, the **Contractor** shall provide the **Council** with full assistance in relation to either Party's obligations under the Data Protection Legislation and any complaint, communication or request made under clause 6A.5 (and insofar as possible within the timescales reasonably required by the **Council**) including by promptly providing:

- (a) the **Council** with full details and copies of the complaint, communication or request;

- (b) such assistance as is reasonably requested by the **Council** to enable the **Council** to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
- (c) the **Council**, at its request, with any Personal Data it holds in relation to a Data Subject;
- (d) assistance as requested by the **Council** following any Data Loss Event;
- (e) assistance as requested by the **Council** with respect to any request from the Information Commissioner's Office, or any consultation by the Council with the Information Commissioner's Office.

6A.8 The **Contractor** shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the **Contractor** employs fewer than 250 staff, unless:

- (a) the **Council** determines that the processing is not occasional;
- (b) the **Council** determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Articles 10 of the GDPR; and
- (c) the **Council** determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

6A.9 The **Contractor** shall allow for audits of its Data Processing activity by the **Council** or the **Council's** designated auditor.

6A.10 The **Contractor** shall designate a data protection officer if required by the Data Protection Legislation.

6A.11 Before allowing any Sub-processor to process any Personal Data related to this **Contract**, the **Contractor** must:

- (a) notify the **Council** in writing of the intended Sub-processor and processing;
- (b) obtain the written consent of the **Council**;
- (c) enter into a written agreement with the Sub-processor which gives

effect to the terms set out in this clause 6A such that they apply to the Sub-processor; and

- (d) provide the **Council** with such information regarding the Sub-processor as the **Council** may reasonably require.

6A.12 The **Contractor** shall remain fully liable for all acts or omissions of any Sub-processor.

6A.13 The **Council** may, at any time on not less than 30 working days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this **Contract**).

6A.14 The **Parties** agree to take account of any guidance issued by the Information Commissioner's Office. The **Council** may on not less than 30 working days' notice to the **Contractor** amend this **Contract** to ensure that it complies with any guidance issued by the Information Commissioner's Office.

6A.15 The **Contractor** acknowledges that if it acts outside the instructions of the **Council** or fails to meet its obligations under the GDPR it may:

6A.15.1 be subject to investigative and corrective powers of supervisory authorities (such as the ICO) under Article 58 of the GDPR;

6A.15.2 be subject to an administrative fine under Article 83 of the GDPR;

6A.15.3 be subject to a penalty under Article 84 of the GDPR; and

6A.14.4 have to pay compensation under Article 82 of the GDPR

6A.16 The **Parties** agree that any term or condition of the **Contract** that attempts to limit the liability of the **Contractor** with respect to any claims it may receive from the **Council** following any fine, costs damages, costs or any other claim (the "Losses") imposed on the **Council** from the Information Commissioner's Office (or such successor organisation or regulator thereof) shall have no effect, and, accordingly, notwithstanding any other terms or conditions of the

**Contract**, the **Contractor** shall indemnify the **Council** in full for any Losses imposed on the **Council** from the Information Commissioner's Office.

Definitions for clause 6A:

**Law**: means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforcement right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgement of a relevant court of law, or directives or requirements with which the **Contractor** is bound to comply

**Contractor Personnel**: means all directors, officers, employees, agents, consultants and contractors of the **Contractor** and/or of any sub-contractor engaged in the performance of its obligations under this **Contract**.

**Data Protection Legislation**: (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 (subject to Royal Assent) to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy.

**Data Protection Impact Assessment**: an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

**Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer**: take the meaning given in the GDPR.

**Data Loss Event**: any event that results, or may result, in unauthorised access to Personal Data held by the **Contractor** under this **Contract**, and/or actual or potential loss and/or destruction of Personal Data in breach of this **Contract**, including any Personal Data Breach.

**Data Subject Access Request**: a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

**DPA 2018**: Data Protection Act 2018.

**GDPR**: the General Data Protection Regulation (Regulation (EU) 2016/679)

**LED**: Law Enforcement Directive (Directive (EU) 2016/680)

**Protective Measures**: appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident,

and regularly assessing and evaluating the effectiveness of such measures adopted by it.

**Sub-processor:** any third party appointed to process Personal Data on behalf of the **Contractor** related to this **Contract**.

## **7. Contract Changes**

7.1 Either **Party** may propose a change to the **Statement of Requirements**, the **Contractor's Offer** or these terms and conditions of contract.

7.2 If the proposal is agreed by the other **Party** or agreed subject to amendments, the contract change shall be recorded in writing and signed by the **CCM** and the **SDM**. If the proposal is not agreed by the other **Party**, the contract change shall not take effect.

## **8. Termination of the Contract**

8.1 The **Council** may terminate this **Contract** without fault by either **Party** by giving the **Contractor** twenty-five working days notice in writing.

8.2 If the **Contractor** commits a material breach of any of its obligations under this **Contract**, the Council may give the **Contractor** ten working days' notice to remedy the breach. If the breach is not remedied within that time, or if the breach is not capable of remedy, the **Council** may terminate this **Contract** by giving the **Contractor** one months' notice in writing.

8.3 The **Council** may terminate this **Contract** immediately by giving the **Contractor** notice in writing if:

8.3.1 the **Contractor** becomes bankrupt or insolvent, is in circumstances which entitle the Court or a creditor to appoint or have appointed a receiver, manager or administrative receiver, has a provisional liquidator appointed or has a winding-up order made;

8.3.2 the **Contractor** (or anyone acting on behalf of the **Contractor**, with or without the **Contractor's** knowledge) offers or promises or gives a financial or other advantage to any elected member, any employee or other member of staff or any consultant of the Council in connection with this **Contract**.

## **9. Dispute Resolution**

9.1 Any dispute arising out of this **Contract** shall be referred for resolution first to an Executive Director of the Council and an equivalent director of the Contractor. If the dispute cannot be resolved by those two persons within ten working days of referral, then the dispute shall be referred for resolution to a single expert to be agreed upon by the **Parties** or, in default of agreement within ten working days, to be nominated by the President for the time being of the Institute of Arbitrators. The expert shall specify the manner in which the arguments of both **Parties** are to be put before him and how his costs and expenses in deciding the dispute are to be paid. The decision of the expert shall be final and binding on both **Parties**.

## **10. Assignment and Sub-letting**

10.1 The **Council** shall be entitled to assign this **Contract** to another public body undertaking the relevant functions of the Council.

10.2 The **Council** has selected the **Contractor** to perform this **Contract** and the **Contract** is personal to the **Contractor**. Accordingly, the **Contractor** shall not assign its interest in the **Contract** (including to a purchaser of the **Contractor's** business) nor use the **Contract** as security nor sub-contract any of its obligations under the **Contract** without first obtaining the consent in writing of the **Council**, such consent not to be unreasonably withheld or delayed.

10.3 Any failure by an approved sub-contractor to perform the **Contract** in accordance with its terms and conditions shall be treated as a failure of the **Contractor**.

10.4 In the event that the **Contractor** enters into a sub-contract in connection with this **Contract** it shall:

10.4.1 provide the **Council** with the following information in respect of its immediate sub-contractors involved with the provision of the **Services** where the **Services** are being performed at the **Council's** premises:

- a) name of sub-contractor
- b) sub-contractor contact details
- c) details of sub-contractor legal representatives

10.4.2 provide the information listed in 10.4.1 above no later than the **Commencement Date**;

10.4.3 provide the **Council** with any changes to the information listed in 10.4.1 above as soon as it becomes aware of such change; and 10.4.4 provide the **Council** with the information listed in 10.4.1 above for any sub-contractors appointed after the **Commencement Date**, such information to be provided no later than 5 working days after such appointment.

The **Council** reserves the right to extend the obligations listed in 10.4.1 to 10.4.4 above beyond the immediate sub-contractors and in the event of a decision to exercise this right shall provide notification to the **Contractor**.

10.5 Where the **Council** considers there are grounds for the exclusion of a sub-contractor under Regulation 57 of the Public Contracts Regulations 2015 (as amended), then:

- a) if the **Council** finds there are compulsory grounds for exclusion, the **Contractor** shall replace or shall not appoint the sub-contractor;
- b) if the **Council** finds there are non-compulsory grounds for exclusion, the **Council** may require the **Contractor** to replace or not appoint the sub-contractor and the **Contractor** shall comply with such a requirement.]

10.6 The **Contractor** shall include in every sub-contract:

- a) a right for the **Contractor** to terminate that sub-contract if the relevant sub-contractor fails to comply in the performance of its contract with legal obligations in the fields of environmental, social or labour law; and
- b) a requirement that the sub-contract includes a provision having the same effect as a) above in any sub-contract which it awards.

In this sub-clause 'sub-contract' means a contract between two or more consultants, at any stage of remoteness from the **Council** in a sub-contracting chain, made wholly or substantially for the purposes of performing (or contributing to the performance of) the whole or any part of this **Contract**.]

**12. Law of the Contract and Jurisdiction**

12.1 This **Contract** shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the Courts of England and Wales.

**13. Special Conditions – these Conditions take precedence over the general conditions above.**

**Insert any Special Conditions here.**

# **SCHEDULE 1**

## **The Statement of Requirements**

Insert the Council's Statement of Requirements after this page

# **SCHEDULE 2**

## **The Contractor's Offer**

Insert the Contractor's Form of Quotation/Tender, schedule of rates and any other documents e.g. method statements, health and safety policies that form part of its offer to the Council after this page

# SCHEDULE 3

## PROCESSING, PERSONAL DATA AND DATA SUBJECTS

1. The **Contractor** shall comply with any further written instructions with respect to processing by the **Council**
2. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Subject matter of the processing	<i>[This should be a high level, short description of what the processing is about i.e. its subject matter]</i>
Duration of the processing	<i>[Clearly set out the duration of the processing including dates]</i>
Nature and purposes of the processing	<p><i>[Please be as specific as possible, but make sure that you cover all intended purposes.</i></p> <p><i>The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaption or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</i></p> <p><i>The purpose might include: employment processing, statutory obligation, recruitment assessment etc]</i></p>
Type of Personal Data	<i>[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]</i>
Categories of Data Subject	<i>[Examples include: staff (including volunteers, agents, and temporary workers), customers/clients, suppliers, patients, students/pupils, members of the public, users</i>

	<i>of a particular website etc</i>
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<i>[Describe how long the data will be retained for, how it be returned or destroyed]</i>

# **SCHEDULE 4**

## **Work Related Road Risk – Enforcement Procedure**

## Method

In conjunction with self-certification and spot check monitoring that Contractors are compliant with the Work Related Road Risk (WRRR) terms, an enforcement programme is needed to mitigate and respond to any identified non-compliance.

Enforcement of WRRR terms is intended to be:

- **An appropriate deterrent** – to increase compliance rates
- **Proportionate** – relative to the extent of non-compliance (e.g. scale and frequency of non-compliance) and also the extent of risk (e.g. risk posed to Vulnerable Road Users)
- **Consistent and efficient** – in being issued and done so immediately upon having been identified, so that non-compliance can be rectified as soon as possible

The table below demonstrates the three stages of the enforcement escalation procedure. It should be noted that these do not have to be followed in order, neither does enforcement at one stage automatically lead to the next; this document is for information and does not prejudice the Authority's ability to issue a higher level of enforcement, if deemed appropriate.

**Table 1: Enforcement Escalation Levels**

LEVEL OF ENFORCEMENT ESCALATION	WHAT WILL BE DONE?
STAGE 1 – Breach of Contract Letter 1	A notification letter sent to the Contractor's Contract Manager (and maybe CEO/ Senior person), outlining the detail of the non-compliance and the need to demonstrate compliance urgently, within a specified timeframe, to remedy breach of contract. Support to rectify the issue may also be sign-posted
STAGE 2 – Breach of Contract Letter 2 and meeting with Contractor to resolve	If the issue is not rectified within the specified timeframe, or a different area of non-compliance is identified, then a second notification letter will be sent and/or a meeting arranged with the Contractor to resolve the issue. Support may also be sign-posted

<p>STAGE 3 – Non-compliance, breach, termination of Contract</p>	<p>stage 1 and 2 do not bring about an improvement, then the option of termination of the contract remains as an option to the Council to pursue based on the specific circumstances</p>
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Table 2 outlines the enforcement procedure and level of enforcement (stage 1, 2, 3) resulting from specific non-compliant actions. It should be noted that these are indicative actions and timescales and the Authority reserves the right to assess any identified non-compliance on a case by case basis.

Please note any information held by the Council is potentially accessible under Freedom of Information (FOI) requests.

**Table 2: Enforcement Escalation Level per Nature of Non-Compliance**

(please request from legal services)

services/supplies <EU threshold