

“Transition Long-Stop Date”	paragraph 6 of Schedule 3 (Transition); subject to any extension in accordance with Clause 50 (Authority Events), shall have the meaning given in the table in paragraph 2.5 of Schedule 3 (Transition);
“Transition Milestone”	means a Milestone relating to the Transition included in the High-Level Transition Plan and including those Milestones described in paragraph 2.3.1.2 of Schedule 3 (Transition);
“Transition Milestone Completion Plan”	has the meaning given in paragraph 2.4.1 of Schedule 3 (Transition);
“Transition Milestone Criteria”	means the criteria required to be satisfied for the achievement of any Transition Milestone, as described in Appendix 3 of Schedule 3 (Transition);
“Transition Milestone Date”	means the date provided in the relevant Transition Plan for the achievement of a Transition Milestone;
“Transition Period”	means the period between the Contract Commencement Date until the end of the Post-Transition Phase;
“Transition Phase”	has the meaning given in paragraph 2.1.1.2 of Schedule 3 (Transition);
“Transition Plan”	shall mean (as the context requires) the High-Level Transition Plan described in paragraph 2.2.1.1 of Schedule 3 (Transition) or the Detailed Transition Plan described in paragraph 2.2.1.2 of Schedule 3 (and “Transition Plans” shall be interpreted accordingly);
“Transparency Commitment”	means the Authority’s commitment to publish its contracts, tender documents and data from invoices received in accordance with the Local Government Transparency Code 2015 and the Authority’s own published transparency commitments;
“Variation”	any variation to the Contract and/or the Services or their performance, including additions, omissions, substitutions, alterations, changes in quality, form, character, kind, position, dimension, level or line and changes in any sequence, method, manner or timing, pursuant to Schedule 9 (Form of Variation) and Varied shall be construed accordingly;

“VAT”	value added tax as provided for in the Value Added Tax Act 1994 and any tax replacing the same or of a similar nature.
“VfM” or “Value for Money”	means the optimum combination of whole-of-life costs and quality in respect of the Services;
“Withdrawal Notice”	a notice issued by the Authority pursuant to paragraph 5.4 of Schedule 9 (Form of Variation).

- 1.2 a reference to the singular includes the plural and vice versa, and a reference to any gender includes all genders;
- 1.3 a reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended or re-enacted by any subsequent statute, enactment, order, regulation or instrument and shall include all statutory instruments or orders made pursuant to it whether replaced before or after the date of execution of the Contract;
- 1.4 a reference to any document other than as specified in Clause 1.3 (and save as expressed otherwise) shall be construed as a reference to the document as at the date of execution of the Contract (except that save as otherwise expressly provided, references to this Contract (or to any Schedule or appendix or annex to it) are references to those documents as they may be amended from time to time in accordance with the terms of this Contract);
- 1.5 headings are included in the Contract for ease of reference only and do not affect the interpretation or construction of the Contract;
- 1.6 references to Clauses and Schedules are, unless otherwise provided, references to clauses of, and schedules to, the Contract and any reference to a paragraph in any Schedule shall, in the absence of provision to the contrary, relate to the paragraph in that Schedule;
- 1.7 in the event, and only to the extent, of any conflict between the Clauses, Schedules, appendices, annexes and any ancillary document forming part of the Contract, the order of precedence will be as follows (except where the conflicting part of the relevant document ranked lower in the list is explicitly expressed to take precedence):
 - 1.7.1 the Clauses
 - 1.7.2 the Schedules
 - 1.7.3 the appendices
 - 1.7.4 the annexes
 - 1.7.5 any ancillary documents;
- 1.8 the Schedules (and any appendix or annex to any Schedule) form part of the Contract and will have the same force and effect as if expressly set out in the body of the Contract;

- 1.9 the expression "person" means any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of a state or joint venture; and
- 1.10 the words "including", "includes" and "included" will be construed without limitation unless inconsistent with the context.

2 COMMENCEMENT AND DURATION

- 2.1 The Contract commences on the Contract Commencement Date and shall continue, subject to Clause 2.2 and to earlier termination in accordance with Clause 34, until [28-02-2019] (the "Initial Term") or (if later having regard to the duration of any Handback Period) until the Expiry Date.
- 2.2 The Authority has an option, exercisable at its sole discretion, to extend the duration of the Contract for a further period or periods up to a total of 2 years (the "Extension Years"), following which any subsequent Handback Period shall apply, such that the provisions of this Contract shall continue until the Expiry Date. The Authority shall serve such notice in writing to the Service Provider at least three months prior to the expiry of the Initial Term of the Contract or the expiry of any previous extension, if later.

3 TRANSITION

- 3.1 The Service Provider and the Authority shall comply with their respective obligations set out in Schedule 3 (Transition) such that Transition will be completed in accordance with the Transition Plan and notwithstanding that the Contract will commence from and including the Contract Commencement Date, the specific responsibilities of the Parties in relation to the other Services will come into effect from the Service Commencement Date as provided in Schedule 3.

4 THE SERVICES

- 4.1 The Service Provider:
 - 4.1.1 shall provide the Services to the Authority in accordance with the Contract;
 - 4.1.2 acknowledges that it has sufficient information about the Authority and the Specification and that it has made all appropriate and necessary enquiries to enable it to perform the Services in accordance with the Contract;
 - 4.1.3 shall neither be entitled to any additional payment nor excused from any obligation or liability under the Contract due to any misinterpretation or to any misunderstanding by the Service Provider of any fact relating to the Specification or otherwise to the Contract; and
 - 4.1.4 shall comply with all lawful and reasonable directions of the Authority relating to its performance of the Services.
- 4.2 Notwithstanding anything to the contrary in the Contract, the Authority's discretion in carrying out its statutory duties shall not be fettered or otherwise constrained or affected by any provision of the Contract;
- 4.3 The Service Provider shall provide the Services:
 - 4.3.1 with the high degree of skill, care and diligence normally exercised by recognised professional firms or by highly skilled and experienced service

providers providing services of a similar scope, type and complexity to the Services and with sufficient resources including project management resources;

- 4.3.2 in conformance in all respects with the Specification and so that they fulfil the purpose indicated by or to be reasonably inferred from the Specification;
 - 4.3.3 in a manner that will, on the termination or expiry of all or part of this Contract (or any of the Services), facilitate an orderly handover of the provision of such Services to the Authority and/or Successor Operator(s);
 - 4.3.4 in a safe manner and free from any unreasonable or avoidable risk to any person's health and well-being and in an economic and efficient manner;
 - 4.3.5 so that they are properly managed and monitored and shall immediately inform the Authority if any aspect of the Contract is not being or is unable to be performed; and
 - 4.3.6 meeting its obligations in accordance with Schedule 8 (Service Management).
- 4.4 Without limiting Clauses 40 and 42, where reasonably requested to do so by the Authority and provided the Service Provider is willing to so contract, the Service Provider shall contract with such other member(s) of the Authority Group as on the terms of this Contract with only the necessary changes of Parties' details being made.
- 4.5 Throughout the Term of the Contract the Service Provider shall when required give to the Authority such written or oral advice or information regarding any of the Services as the Authority may reasonably require.

5 PERFORMANCE REGIME

- 5.1 From the Service Commencement Date the Service Provider will provide the Services in accordance with the required service levels set out in Schedule 8 (Service Management), each being a "**Service Level**".
- 5.2 The Service Provider will report to the Authority in relation to its provision of the Services as required by the reporting regime specified in this Contract (including Schedule 8 (Service Management)).
- 5.3 If the Service Provider fails to provide the Services in accordance with the Service Levels, then the Service Provider will take such action as is required pursuant to this Contract including payment of any Service Credits in accordance with the provisions of this Contract. If the Service Provider betters certain identified Service Levels as set out in Schedule 8 (Service Management) then, if and to the extent provided in Schedule 8, the Service Provider will be entitled to corresponding Service Bonuses in accordance with the provisions of this Contract. The payment of Service Credits is in addition and will be without prejudice to any other right or remedy of the Authority under the Contract or otherwise, provided that any Service Credits paid will be taken into account when assessing the quantum of any additional damages or other sums that may be due to the Authority under the Contract or otherwise.

6 NOT USED

7 NOT USED