

Wakefield Council
Town Hall,
Wood Street,
Wakefield
WF1 2HQ

Attn: Sue Eustace
By email to: seustace@wakefield.gov.uk

Date: 11/04/2022

Dear Sue,

Contract for the supply of prison library services

This Contract is entered into by The Secretary of State for Justice of 102 Petty France, London, SW1H 9AJ, acting as part of the Crown (the "**Customer**") and Wakefield Council (the "**Supplier**") in accordance with Regulation 12 (7) of the Regulations (contracts which establish or implement co-operation between contracting authorities), and the Customer and the Supplier confirm they are "contracting authorities" under the Regulations, and the following requirements are satisfied, that:

- (a) the Customer and Supplier hold 'objectives in common';
- (b) the provision of the services is in the public interest;
- (c) the Customer and Supplier perform less than 20% of the services on the open market.

This letter (Award Letter) and its **Annexes** set out the terms of the Contract between the Customer and the Supplier for the provision of the Services.

Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of contract set out in Annex **Error! Reference source not found.** to this Award Letter. In the event of any conflict between this Award Letter and the terms and conditions in Annex 1, this Award Letter shall prevail.

For the purposes of the Contract, the Customer and the Supplier agree as follows:

Location for the Services

The Services shall be performed at HMP Wakefield (the "**Customer Premises**").

Charges and Payment

The charges for the Services shall be as set out in Annex **Error! Reference source not found.**

All invoices must be sent electronically, quoting a valid purchase order number (PO Number), to: APinvoices-NMS-U@sscl.gse.gov.uk, within ten 10 Working Days of receipt of your countersigned copy of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Customer contact (i.e. contract manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact our Accounts Payable section by email to MoJ-finance-ap-enquiries@sscl.gse.gov.uk.

The Services Specification

The Specification of the Services to be provided under the Contract is as set out in Annex **Error! Reference source not found.** and will be reviewed and amended by the Parties on an annual basis in accordance with paragraph 11 of Annex **Error! Reference source not found.**

The Contract Term

The Term shall commence on 1st July 2022 (the "**Start Date**") and the expiry date shall be 31st March 2025 (the "**Expiry Date**") unless it is otherwise extended or terminated in accordance with the terms and conditions of the Contract.

Extending the Contract

The Customer may extend the Contract for a period of up to twenty four (24) months by giving not less than three months' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Contract shall apply throughout any such extended period.

Notices and Liaison

The address for notices of the Parties are:

Customer

The Ministry of Justice, Commercial and Contract Management Directorate, 102 Petty France, London, SW1H 9AJ

Attention: Charles Redshaw Email: commercial.prisoneducation@justice.gov.uk

Supplier

Wakefield Council, Town Hall, Wood Street, Wakefield, WF1 2HQ

Attention: Sue Eustace

Email: seustace@wakefield.gov.uk

For general liaison your contact will be Tom Wheatley – Email:

Tom.Wheatley@hmps.gsi.gov.uk; or Sue Risley – Email: sue.riseley@hmps.gsi.gov.uk from HMP Wakefield who will manage the Contract for the Establishment on behalf of the relevant Governor.

Supplier Staff

The following persons are Key Personnel for the purposes of the Contract:

Name

Title

For the purposes of the Contract the Staff Vetting Procedures/data security requirements/equality and diversity policy/ and environmental policy will be shared by the Establishment, with updated versions shared as and when required.

The Customer will require the Supplier to ensure that any person employed in the delivery of the Services at the Customer Premises has undertaken a Disclosure and Barring Service check. The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Contract, relevant to the work of the Customer, or is of a type otherwise advised by the Customer (each such conviction a "**Relevant Conviction**"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is contracted in the provision of any part of the Services.

Key Subcontractors

The Supplier is entitled to subcontract its obligations under the Contract to those Key Subcontractors set out below in this Award Letter.

Where during the Term the Supplier wishes to enter into a new Key Subcontract or replace a Key Subcontractor, it must obtain the prior written consent of the Customer and the Supplier shall, at the time of requesting such consent, provide the Customer with the information detailed in clause **Error! Reference source not found.** of Annex **Error! Reference source not found.**. The decision of the Customer to consent or not will not be unreasonably withheld or delayed. The Customer may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that the appointment of a proposed Key Subcontractor may prejudice the provision of the Services or may be contrary to its interests.

Performance Management

The Key Performance Indicators the Supplier must comply with and Management Information that the Supplier shall supply (at a minimum) in providing the Services are set out in Annex **Error! Reference source not found.**.

We thank you for your co-operation to date and look forward to an ongoing successful working relationship resulting in a smooth and successful delivery of the Services. Please confirm your acceptance of the award of this Contract by signing a copy of this letter within seven (7) days from the date of this Award Letter. No other form of acknowledgement will be accepted.

Yours faithfully,

Joanna Maloney