

**Draft Terms and Conditions
for
Provision of Building and Security Services**

Public Procurement Excellence



THE ROYAL BOROUGH OF
KENSINGTON
AND CHELSEA

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- (1) THE [] of [] (the “Authority”); and
- (2) [INSERT FULL COMPANY NAME] [LTD OR PLC] incorporated and registered in England and Wales under company number [INSERT COMPANY NUMBER] whose registered office is at [INSERT REGISTERED OFFICE ADDRESS] (the “Contractor”),

(hereinafter each referred to individually as a “Party” and together as the “Parties”).

- A. The Authority wishes to procure the provision of building and security services including concierge, CCTV monitoring, manned guarding, a patrol service, and oversight of various activities on the respective estate(s), which are described in further detail in the Specifications (the “Services”).
- B. The Contractor has offered to provide the Services by a Tender dated [TBC].
- C. The Authority has accepted the Contractor’s offer to provide the Services in accordance with the terms and conditions in this Contract.

1. DEFINITIONS AND INTERPRETATION

PHRASE	MEANING
Acceptance Date	the date appearing on the Acceptance Letter or, if no date appears, the date on which it was dispatched by the Authority or its external legal advisers;
Acceptance Letter	the letter by which the Authority notified the Contractor of acceptance of its Tender;
Authorised Officer	the person or persons (together with any duly authorised deputies) appointed by the Authority to act in such capacity in respect of this Contract, or any replacement notified by the Authority to the Contractor;
Authority	the local authority named at the beginning of this Contract;
Authority Guidelines	the documents (if any) listed in Schedule 3 together with any relevant rules, procedures, guidelines, policies, codes of practice, standing orders, Financial Regulations, the Procurement Code and standards of the Authority as provided

PHRASE	MEANING
	or notified in writing to the Contractor by the Authority or an Authorised Officer from time to time;
Authority Premises	a building or location belonging to or leased by the Authority and to which the Contractor may require access in the performance of the Services. Where appropriate, the term “Authority Premises” shall be deemed to include any associated facilities or services;
Authority Related Party	means any officer, agent or employee of the Authority acting in the course of his office or employment;
Bond	a bond in the form set out in Part 1 of Schedule 2 duly executed by the bank or insurance company which executed the Bond Undertaking (or such other substitute bank or insurance company as the Authority may, in its absolute discretion, consider acceptable);
Bond Undertaking	an undertaking duly executed by a reputable bank or insurance company in the form set out in Part 1 of Schedule 2 and which the Contractor was obliged to submit to the Authority with its Tender;
Calculating Body	the Resolution Foundation on behalf of the Living Wage Foundation (or any replacement or successor body) carrying out the relevant calculation;
Commencement Date	the date on which the Contractor is to commence providing the Services being [TBC];
Conditions	the terms and conditions (including Special Conditions) set out in this document;
Confidential Information	information that is or ought to be considered as confidential (however it is conveyed or on whatever media it is stored and whether or not explicitly marked or designated as confidential), including without limitation trade secrets, Intellectual Property Rights and know-how of either Party, information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, and all Personal Data;
Contract	the agreement entered into between the Parties incorporating the Contract Documents;
Contract Documents	these Conditions and schedules;

PHRASE	MEANING
Contractor's IT System	any computer system which the Contractor uses in connection with its provision of the Services or the Contract;
Contract Manager	the person (together with any duly authorised deputies) appointed by the Contractor to act as manager in respect of this Contract from time to time or any replacement notified by the Contractor to the Authority;
Contract Period	subject to Clause 2.4, the period beginning on the Commencement Date and ending on [TBC];
Contract Price	the Contractor's price for providing the Services and performing all its obligations under this Contract as set out in the Contractor's Tender attached at Schedule [9];
Contract Standard	the standard to which the Services are to be provided as defined in Clause 6;
Contract Year	any continuous period of twelve months during the Contract Period commencing on the Commencement Date or any subsequent anniversary of the Commencement Date;
Controller	has the meaning given to it in the GDPR;
Critical Default	<p>a Default which:</p> <ul style="list-style-type: none"> • amounts to a substantial and material breach; and/or • significantly and/or materially affects the Contractor's provision of the Services to the Contract Standard; and/or • undermines the fundamental purpose of the Contract. <p>Without limitation, the matters (if any) set out in Schedule 6 shall be Critical Defaults;</p>
Data	<p>any data, document or information however stored that is:</p> <ul style="list-style-type: none"> • communicated in writing, orally, electronically or by any other means by the Authority to the Contractor; • obtained by the Contractor during the course of the Contractor providing the Services; or • compiled for the Authority by the Contractor during the course of the Contractor's provision of the Services;
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;

PHRASE	MEANING
Data Protection Impact Assessment	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
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; and (iii) all applicable Law about the Processing of personal data and privacy;
Data Protection Officer	has the meaning given to it in the GDPR;
Data Subject	has the meaning given to it in the GDPR;
Data Subject 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;
Default	<ul style="list-style-type: none"> • any negligent act or omission; and/or • any breach of contract; and/or • any failure by the Contractor properly to perform any of the obligations, terms and Clauses of the Contract including any failure to perform the Services to the Contract Standard;
Designated Space	the space (if any) described in Schedule 4 to be used by the Contractor solely in connection with the Services;
Disaster Recovery and Business Continuity Plan	the final disaster recovery and business continuity plan produced in accordance with Clause 34;
DPA 2018	the Data Protection Act 2018;
Dispute Resolution Procedure	the procedure described in Clause 35;
EEA	the European Economic Area, which shall be deemed, for the purposes of Clause 24 (<i>Data Protection</i>), to continue to include the United Kingdom, irrespective of any withdrawal of United Kingdom therefrom;
EIR	the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations;
Equalities Legislation	all Legislation which makes unlawful discrimination, harassment and/or victimisation on grounds of age, disability, marital or civil partnership status, sexual orientation, gender reassignment, pregnancy and maternity, race, religion or belief, sex and sexual orientation or temporary or part-time status in

PHRASE	MEANING
	employment or otherwise including the Equality Act 2010, the Part-time Workers (Prevention of Less Favourable Treatment) Regulations 2000 as amended, the Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002 and/or any preceding, successor or amending Legislation concerning the same;
Fellow Contractor	any other contractor or consultant engaged by the Authority to carry out works or services on behalf of the Authority;
Financial Regulations	the Authority document so described (or any replacement thereof) the purpose of which is to regulate the conduct of the Authority's financial affairs and activities as such may be amended from time to time throughout the Contract Period;
FOIA	the Freedom of Information Act 2000 and any Subordinate Legislation made under that Act, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to that Act;
FOIA Code	the Department of Constitutional Affairs' Code of Practice on the Discharge of Functions of Public Authorities under Part 1 of the FOIA or any revision or replacement of that Code;
Guarantee	a parent company guarantee in the form set out in Part 2 of Schedule 2 duly executed by the Contractor's ultimate parent company or by the Contractor's parent company with substantial UK assets;
GDPR	the General Data Protection Regulation (Regulation (EU) 2016/679);
Index	the GDP Deflator Table as calculated by the Office of National Statistics and published by Her Majesty's Treasury or any body upon which duties in connection with the compilation and maintenance of such index may have devolved
Information	for the purposes of Clause 25, information as that term is defined in section 84 of the FOIA and which relates to the Contract (or any preceding tender process leading up to it), the Contractor or any Subcontractor, or the Services;
Insurance	the policies of insurance which the Contractor is obliged to take out and maintain pursuant to Clause 10;
Intellectual Property Rights	any and all patents, trade marks, service marks, copyright, moral rights, rights in design, know-how, and all or any other intellectual or industrial property rights whether or not registered or capable of registration and whether subsisting in

PHRASE	MEANING
	the United Kingdom or any other part of the world together with all or any goodwill relating or attached thereto;
Invitation to Tender	the invitation to tender issued by the Authority on [] together with the amendments subsequently issued by the Authority on [] and [];
Legislation	all relevant Acts of Parliament and statutory regulations, instruments or orders, guidance, codes of practice, by-laws and directives and all applicable European Union legislation, which may be in force during the period of the Contract, as enacted, amended or interpreted from time to time;
LED	the Law Enforcement Directive (Directive (EU) 2016/680);
Living Wage	the London Living Wage or the UK Living Wage as the context requires;
London Living Wage	the basic current hourly wage of £11.95 (before tax and other deductions and any increase for overtime) stipulated to be the London Living Wage by the Calculating Body as such wage may be amended from time to time;
Losses	any and all claims, fees, costs, expenses (including legal costs on a solicitor and own client basis), loss, damages, demands and liabilities;
Mediator	any person appointed from time to time in accordance with Clause 36;
Modern Slavery Legislation	means all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force, including (but not limited to) the Modern Slavery Act 2015 (as amended from time to time);
MSA Offence	means any activity, conduct, or practice constituting an offence under Modern Slavery Legislation, including without limitation under sections 1, 2, and 4 of the Modern Slavery Act 2015 (as amended);
Non Critical Default	a Default which is not a Critical Default;
Personal Data	has the meaning given to it in the GDPR;
Personal Data Breach	has the meaning given to it in the GDPR;

PHRASE	MEANING
Prevent Duty	the duty under section 26 of the Counter Terrorism and Security Act 2015 (as amended from time to time) to have due regard to the need to prevent individuals from being drawn into terrorism;
Process / Processing	is as defined in Article 4 of the GDPR;
Processor	has the meaning given to it in the GDPR;
Procurement Code	the Authority document so described (or any replacement thereof) the purpose of which is to regulate the conduct of the Authority's procurement activities as such may be amended from time to time throughout the Contract Period;
Prohibited Act	<p>any of the following acts:</p> <ul style="list-style-type: none"> a) to directly or indirectly: <ul style="list-style-type: none"> (i) offer, promise or give any person working for or engaged by the Authority; or (ii) request, agree to receive or accept from any person any financial or other advantage of any kind, as an inducement or a reward for improper performance of a relevant function or activity, in connection with this Contract or any other contract with the Authority; b) committing any offence: <ul style="list-style-type: none"> i. under the Bribery Act 2010; ii. under the Enterprise Act 2002; iii. under legislation creating offences concerning fraudulent acts; iv. at common law concerning fraudulent acts relating to this Contract or any other contract with the Authority; or c) defrauding, attempting to defraud or conspiring to defraud the Authority
Property Rights	the rights of the Authority as set out in Clause 20;
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 the such measures adopted by it;

PHRASE	MEANING
Request for Information (or "Request")	a request for Information within the meaning given in section 1 of the FOIA, or any request for Information under the EIR;
Review Date	the date three months prior to each anniversary of the Commencement Date;
Services	the services, works and obligations of the Contractor as set out in, or reasonably implied by, the Contract Documents;
Special Conditions	those conditions (if any) set out at Clause 53;
Specification	the Contract Document so described and attached at Schedule 1 setting out the Services required to be provided by the Contractor and related matters;
Staff	all persons engaged, appointed, employed or deployed (whether on a permanent, temporary, paid or unpaid basis) by the Contractor or its Subcontractor for or in connection with the provision of the Services;
Subcontract	a contract into which the Contractor may, subject always to the provisions of Clause 49 (Assignment, Subcontracting and Novation) below, enter with a third party or third parties (which third party or parties may be at any stage of remoteness from the Authority in a subcontracting chain) wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of the Services;
Subcontractor	any consultant, contractor or sub-contractors of the Contractor;
Subcontractor Invoice	an invoice submitted by a Subcontractor to the Contractor in respect of any sum(s) due from the Contractor and to the Subcontractor under the relevant Subcontract;
Subcontract Monitoring Proposals	is defined in Clause 3.9 below;
Subordinate Legislation	has the meaning given in section 84 of the FOIA;
Sub-Processor	any third party appointed to Process Personal Data on behalf of the Contractor related to this Contract;
Supervisory Staff	Staff performing a supervisory or managerial function;
Tender	the Contract Document so described and attached at Schedule 9 comprising the offer submitted by the Contractor to provide the Services incorporating, without limitation, the Contractor's form of tender, pricing document, method statement(s),

PHRASE	MEANING
	supporting documents and any post-tender submissions which augmented, supplemented or amended the Contractor's offer;
Termination	termination or expiry of the Contract in accordance with its terms, in common law or in statute;
TUPE	the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended and the European Acquired Rights Directive 2001/23/EC as amended from time to time;
UK Living Wage	the basic current hourly wage of £10.90 (before tax and other deductions and any increase for overtime) as the same may be amended from time to time stipulated to be the UK Living Wage by the Calculating Body as the such wage may be amended from time to time;
Variation	an amendment to the terms of the Contract, or an amendment, omission, change or modification to the Services or part of the Services, or a change in the way in which the Services are to be carried out, effected in accordance with Clause 47;
Warranties	the warranties, representations and undertakings made and given by the Contractor pursuant to Clause 10 and Clause 8 (if the Authority is to acquire goods from the contractor);
Working Day	a day between Monday and Friday inclusive other than a day which is a public holiday or bank holiday in England;
Working Hours	the hours between 9am and 6pm inclusive on a Working Day.
1.2.	Unless the context requires otherwise, words in the singular shall include the plural and vice versa.
1.3.	Words importing individuals shall be deemed also to include reference to incorporated and unincorporated associations and vice versa.
1.4.	A reference to one gender shall include a reference to the other genders.
1.5.	Headings are included for ease of reference only and shall not affect the construction of the Contract.
1.6.	Any reference to any Clause or Schedule or Appendix is, except where it is expressly stated otherwise, a reference to a clause of or schedule to or appendix to these Conditions. A reference to a paragraph is to the relevant paragraph of the Schedule in which it appears.
1.7.	The Schedules form part of this Contract and shall have effect as if set out in full in the body of this Contract and any reference to this Contract includes the Schedules.
1.8.	A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, consolidation, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

- 1.9. The expressions "subsidiary" and "holding company" shall have the meanings set out in Section 1159 of the Companies Act 2006.
- 1.10. Any references to a "month" or "day" shall be to a calendar month or day respectively.
- 1.11. The Parties have had the opportunity to take legal advice and no contract term shall be construed contra proferentem.
- 1.12. Words preceding "in particular", "include," "includes" or "including" shall be construed without limitation by the words which follow those words.

2. COMMENCEMENT AND CONTRACT PERIOD

- 2.1. This Contract shall take effect on the Acceptance Date from which date the Contractor shall perform its obligations in Clause 5 (Contractor's Obligations Prior to the Commencement Date).
- 2.2. The Contractor shall provide the Services from the Commencement Date until the end of the Contract Period unless the Contract is:
 - 2.2.1. terminated sooner in accordance with these Conditions or in accordance with common law or statute; or
 - 2.2.2. extended in accordance with Clause 2.4.
- 2.3. The Contractor shall execute the Contract promptly and shall not, save, unless, and to the extent, as may be expressly authorised in advance by the Authority in writing, commence the provision of the Services nor be entitled to any part of the Contract Price nor any remuneration whatsoever until it has so executed the Contract.
- 2.4. The Authority shall be entitled at its absolute discretion to extend the Contract Period by any number of periods which shall not exceed, in aggregate, the period specified in Clause 2.4.1. In the event that no period is specified in Clause 2.4.1 this Contract shall not be extended.
 - 2.4.1. The aggregate period by which this Contract may be extended is two (2) years.
- 2.5. If the Authority wishes to exercise its right to extend this Contract under Clause 2.4 it shall serve on the Contractor notice in writing to that effect not less than 6 (six) months or, where a period of notice has been inserted in Clause 2.5.1, the period so stated in Clause 2.5.1, before the expiry of the Contract Period.
 - 2.5.1. The period of notice required to extend this Contract shall be three (3) months.
- 2.6. If and each time the Authority exercises its rights in Clause 2.4, the definition of Contract Period shall be deemed to be amended accordingly and the Contractor shall continue to provide the Services to the Contract Standard at the Contract Price prevailing on the date of the extension as revised from time to time in accordance with Clause 3.

3. CONTRACT PRICE

- 3.1. Subject to the Contractor fulfilling its obligations under the Contract and in consideration of the Contractor properly performing the Services, the Authority shall pay to the Contractor the Contract Price, which Contract Price shall be exhaustive of any amounts due to the Contractor in respect of its provision of the Services and performance of its obligations under this Contract.
- 3.2. If and to the extent that the Contract Price:
 - 3.2.1. is an annual sum it shall accrue on a daily basis and shall be payable to the Contractor monthly in arrears upon receipt of a valid and correct invoice quoting the relevant purchase order number

- 3.2.2. is payable by reference to:
 - 3.2.2.1 a schedule of rates; and/or
 - 3.2.2.2 the quantity of service provided during a given period

it shall be payable on receipt of a correct invoice quoting the relevant purchase order number which specifies the relevant rate or rates and the quantity of service provided during the period or periods to which the invoice relates.
- 3.2.3. is payable on completion of milestones specified in this Contract it shall be payable upon receipt of a correct invoice quoting the relevant purchase order number which:
 - 3.2.3.1 specifies the milestone or milestones to which it relates;
 - 3.2.3.2 specifies the amount due in respect of such milestone or milestones; and
 - 3.2.3.3 is accompanied by suitable documentary evidence which demonstrates and confirms that relevant milestone or milestones have been completed in accordance with this Contract.

For the purpose of Clause 0 suitable evidence shall be such evidence as is specified in this Contract or where no such evidence is specified such evidence as the Authority acting reasonably shall specify.

- 3.3. If the Authority instructs the Contractor to take out a Bond, the Contractor shall submit an invoice for the Bond premium set out in the Contractor's Tender together with the Bond duly executed by the bondsman.
- 3.4. In addition to the Contract Price, the Authority shall, subject to receipt of a properly drawn tax invoice, pay to the Contractor such Value Added Tax (if any) as may be properly chargeable by the Contractor in connection with the provision of the Services under Legislation from time to time in force.
- 3.5. Where the Contractor submits an invoice to the Authority in accordance with Clause 3.2 above, the Authority will consider and verify that invoice with a view to ascertaining whether that invoice is valid and undisputed within a reasonable period of time. The Authority may refuse payment if the relevant purchase order number is not quoted on the invoice.
- 3.6. The Authority shall pay the Contractor any sums due under such an invoice no later than 30 (thirty) calendar days following the date on which the Authority has determined that such invoice is valid and undisputed in accordance with Clause 3.5 above or such invoice is deemed to be valid and undisputed in accordance with Clause 3.7 below.
- 3.7. Where the Authority fails to verify an invoice received from the Contractor within a reasonable time in accordance with Clause 3.5 above, the invoice shall, for the purposes of Clause 3.6 above, be deemed to be valid and undisputed once such reasonable period of time has elapsed.
- 3.8. Where the Contractor enters into a Subcontract in accordance with and subject always to the provisions of Clause 49 (Assignment, Subcontracting and Novation) below, the Contractor shall include in such Subcontract the following provisions (unless otherwise authorised by the Authority in writing):
 - 3.8.1. an obligation on the Contractor to verify within a reasonable period of time (and in any event within a period of 10 (ten) Working Days) any Subcontractor Invoice received from the Subcontractor that is party to such Subcontract with a view to

- ascertaining whether such Subcontractor Invoice is valid and undisputed, failing which such Subcontractor Invoice shall be deemed to be valid and undisputed upon the expiry of the period of 10 (ten) Working Days described in this Clause 3.8.1;
- 3.8.2. an obligation on the Contractor to pay any amounts due under valid and undisputed Subcontractor Invoices promptly and in any event within 30 (thirty) calendar days of the Contractor's receipt of such valid and undisputed Subcontractor Invoices;
 - 3.8.3. a requirement for any disputes arising out of any alleged failure by the Contractor to comply with the obligations described in Clauses 3.8.1 and 3.8.2 above to be referred to a clearly defined dispute resolution procedure if such disputes cannot be resolved amicably between the Contractor and the relevant Subcontractor within a reasonable period of time;
 - 3.8.4. if so requested in writing by the Authority (at its absolute discretion), the right for the Authority under section 1(a) of the Contracts (Rights of Third Parties) Act 1999 to enforce the provisions of the Subcontract described in Clauses 3.8.1 and 3.8.2 above; and
 - 3.8.5. an obligation on the relevant Subcontractor to include in any subcontract that may in turn be awarded and entered into by such Subcontractor imposing, as between the parties to such subcontract, requirements to the same effect as those stipulated in the above Clauses 3.8.1 to 3.8.3 inclusive.
- 3.9. Where the Contractor enters into a Subcontract in accordance with and subject always to the provisions of Clause 49 (Assignment, Subcontracting and Novation) below and is so requested by the Authority (at the Authority's absolute discretion and subject to the Contractor receiving at least 30 (thirty) calendar days' prior notification thereof by the Authority), the Contractor shall at its own expense prepare and submit to the Authority for approval written proposals detailing potential methods by which the Authority may monitor the Contractor's compliance with its obligations described in the above Clauses 3.8.1 and 3.8.2 (the "**Subcontract Monitoring Proposals**"), which methods may include, if so requested by the Authority, the Contractor's provision to the Authority of written reports at regular intervals detailing:
- 3.9.1. the proportion of Subcontractor Invoices paid by the Contractor up to the date of the report in accordance with the obligations imposed on the Contractor and described at Clauses 3.8.1 and 3.8.2 above, and which proportion shall be expressed as a percentage of the total number of Subcontractor Invoices that were, or should have been, paid in accordance with such obligations; and
 - 3.9.2. the total amount of any liability of the Contractor (whether statutory, contractual, or otherwise) to pay interest on the amounts due under any Subcontractor Invoices and which liability accrued by virtue of circumstances amounting to a breach of the Contractor's obligations described in Clauses 3.8.1 and 3.8.2 above, and the total amount of any interest actually paid by the Contractor in discharge of any such liability.
- 3.10. If (and only if) approved by the Authority by way of written notice to the Contractor, the Subcontract Monitoring Proposals shall be deemed to be incorporated within the terms of this Contract at no extra cost to the Authority. Where the Authority (acting reasonably) does not approve any Subcontract Monitoring Proposals submitted by the Contractor, it may require the Contractor to submit alternative proposals in accordance with Clause 3.9 above.

- 3.11. Without prejudice to any other rights or remedies of the Authority whether in contract, tort, under statute, or otherwise, the Authority shall be entitled to withhold or reduce, or make deductions from the Contract Price:
 - 3.11.1. pursuant to Clause 28 (Defaults and Remedies);
 - 3.11.2. where the Contractor has been overpaid by the Authority by virtue of an error or fraudulent conduct by an Authority Related Party or Fellow Contractor;
 - 3.11.3. where the Authority has suffered financial loss by virtue of the Contractor overpaying a third party including where the Contractor in the course of carrying out its obligations under the Contract makes an overpayment of salary or makes duplicate credit payments.
- 3.12. Save where the Authority has specified in the Invitation to Tender that the Contract Price is fixed for the Contract Period, the Contract Price shall be revised on each anniversary of the Commencement Date in accordance with the following provisions:
 - 3.12.1. on the first anniversary of the Commencement Date, the Contract Price shall be adjusted by the percentage increase or decrease in the Index calculated from the Commencement Date to the next Review Date;
 - 3.12.2. from the second anniversary onwards, the Contract Price shall be adjusted by the percentage increase or decrease in the Index calculated from the Review Date in the previous Contract Year to the Review Date in the Contract Year just ended;
 - 3.12.3. the adjustment shall apply to the Contract Price for the twelve-month period commencing on the relevant anniversary of the Commencement Date.
- 3.13. If the bases of computation of the Index have changed the following provisions shall apply:
 - 3.13.1. Any official reconciliation between the two bases of computation published by the body charged with the compilation and maintenance of the Index (currently the Office of National Statistics) (the "Official Reconciliation") shall be binding upon the Authority and the Contractor;
 - 3.13.2. The Official Reconciliation shall be applied in adjusting the application of the Index.
 - 3.13.3. In the absence of any Official Reconciliation such adjustments shall be made to the figures of the Index as to make it correspond as nearly as possible to the previous method of computation and such adjusted figures shall be used to the exclusion of the actual published figures (until an Official Reconciliation is published).
 - 3.13.4. In the event of a dispute regarding such adjustments such dispute may be referred by either party to the dispute resolution procedure.

4. CONTRACT MANAGEMENT

Authorised Officer

- 4.1. The Authority shall, during the Contract Period, give notice in writing to the Contractor from time to time of:
 - 4.1.1. the name, contact telephone numbers and email address of any person appointed as the Authorised Officer; and
 - 4.1.2. the removal of any notified person as the Authorised Officer
 and until any such notice shall have been served on the Contractor by the Authority the Contractor shall be entitled to treat as Authorised Officer only the person last notified to it as such.

- 4.2. The Authorised Officer shall be entitled to appoint one or more persons to act as his deputies and in the event that he does so shall notify the Contractor accordingly in writing and shall stipulate in such notice the name, telephone number, email address and the responsibilities allocated to such deputy.
- 4.3. The Authority shall, throughout the Contract Period, take reasonable steps to ensure that the Authorised Officer is available for consultation with the Contractor at reasonable times.
- 4.4. Except pursuant to Clause 47 (Variations), or unless specifically authorised for that purpose, the Authorised Officer does not have authority to amend the Contract or to relieve the Contractor of any express obligations under the Contract.

Contract Manager

- 4.5. The Contractor shall during the Contract Period:
 - 4.5.1. appoint and keep appointed a Contract Manager and shall at least (20) twenty Working Days prior to the proposed date of the appointment notify the Authorised Officer of the name, office address, email address, qualifications and experience of the Contract Manager; and
 - 4.5.2. give notice in writing to the Authority of the removal of any notified person as a Contract Manager

and until such notice shall have been served on the Authority by the Contractor the Authority shall be entitled to treat as Contract Manager only the person last notified to it as such.
- 4.6. The Contractor shall not appoint any person as the Contract Manager without the Authority's prior written approval, such approval not to be unreasonably withheld or delayed.
- 4.7. The Contract Manager shall be the authorised representative of the Contractor and be deemed to be empowered on behalf of the Contractor for all purposes connected with the Contract. In particular any notice, information, instruction, or other communication whatsoever given by or made to the Contract Manager shall be deemed to have been given by or made to the Contractor.
- 4.8. The Contract Manager shall be entitled to appoint one or more persons to act as his deputies and in the event that he does so shall notify the Authority accordingly in writing and shall stipulate in such notice the name, telephone number, email address and the responsibilities allocated to such deputy.
- 4.9. The Contractor shall ensure that throughout the Contract Period the Contract Manager:
 - 4.9.1. is available to be contacted by the Authorised Officer during each Working Day and that:

out of Working Hours telephone numbers and mobile telephone numbers are made available; and the Authorised Officer is notified when the Contract Manager is on holiday or sick leave, together with the name and telephone number of a substitute alternative contact;
 - 4.9.2. consults with the Authorised Officer (and with such other of the Authority's Supervisory Staff as may be specified by an Authorised Officer) as often as may reasonably be necessary to ensure a continuous and efficient provision of the Services in accordance with the Contract Documents;
 - 4.9.3. attends any meetings, including meetings outside Working Hours, concerned with the provision of the Services as may be reasonably requested by the Authorised Officer including committee meetings and meetings arranged by the Authority with

members of the public, other organisations, Authority officers or elected members, or auditors; and

- 4.9.4. follows and complies with any instructions or directions given by any Authorised Officer in connection with the performance of the Services.

5. CONTRACTOR'S OBLIGATIONS PRIOR TO THE COMMENCEMENT DATE

- 5.1. Within 10 Working Days following the Acceptance Date, the Contractor shall arrange a pre-commencement meeting which shall be attended by senior representatives of the Contractor (including the Contract Manager), any of the Contractor's Subcontractors in so far as the same will be directly providing any Services, representatives of the Authority, representatives of the former contractor (if applicable) and representatives of such Fellow Contractors, if any, as the Authority shall determine necessary.
- 5.2. At the pre-commencement meeting, the Parties shall agree a plan for the implementation of the Services and handover necessary for the smooth, seamless and successful transition of the Services from any former contractor to the Contractor. Such a plan shall be agreed by the Authorised Officer and Contract Manager in writing.
- 5.3. The Contractor shall liaise with Fellow Contractors to ensure that any handover is carried out successfully. In addition, the Contractor shall arrange and attend as many meetings with the Authority, the former contractor and any Fellow Contractors as are reasonably necessary for the successful handover of the Services.
- 5.4. To the extent that the Contractor has not already done so in its Tender and the same has been bound into the Contract Documents, the Contractor shall carry out and provide to the Authority, as soon as reasonably practicable after the Acceptance Date:
- 5.4.1. proof of insurances held;
- 5.4.2. the Guarantee (if requested by the Authority);
- 5.4.3. a method statement(s) setting out in practical terms how the Contractor intends to provide the Services and to ensure that the Services are provided to the Contract Standard;
- 5.4.4. the Bond (if requested by the Authority);
- 5.4.5. details of the identities, positions and responsibilities and contact details of all relevant Staff including, in particular, the Contract Manager and authorised deputies.
- 5.5. The Authority shall, prior to the Commencement Date:
- 5.5.1. notify to the Contractor in writing the name, contact telephone number and email address of any person who is to be the Authorised Officer as at the Commencement Date and any persons holding such other positions as may be stipulated in the Specification; and
- 5.5.2. free of charge, either in hard copy or in computerised form (as appropriate), provide the Contractor with such Data as the Contractor may, in the Authority's opinion, reasonably require or which the Contractor may reasonably request in order for it to commence the Services.
- 5.6. The Authority shall provide reasonable assistance to the Contractor prior to the Commencement Date including, where possible,:
- 5.6.1. allowing the Contractor to interview appropriate Authority staff; and

5.6.2. reporting to the Contractor on current issues which may affect the Services.

6. THE CONTRACT STANDARD

6.1. The Contractor, its Subcontractors and all its Staff shall perform the Services to the following standards (the "Contract Standard"):

- 6.1.1. using all due skill, care and diligence as would a competent contractor carrying out services of the same scope and nature as the Services;
- 6.1.2. applying all relevant professional standards and techniques;
- 6.1.3. in accordance with the Contract Documents;
- 6.1.4. in accordance with the Authority Guidelines in Schedule 3;
- 6.1.5. in compliance with the reasonable instructions issued to the Contractor by the Authorised Officer pursuant to or in connection with the Contract;
- 6.1.6. in accordance with all Legislation relevant to the performance of the Services;
- 6.1.7. in a manner which does not prejudice the reputation and interests of the Authority; and
- 6.1.8. in co-operation and liaison with Fellow Contractors as required to perform the Services.

7. [THIS CLAUSE IS NOT USED]

8. WARRANTIES

8.1. The Contractor warrants and represents that:

- 8.1.1. it has in all respects complied with the conditions of tendering set out in the Invitation to Tender, including not doing any of the acts or matters prohibited by such conditions of tendering;
- 8.1.2. it has made its own enquiries and has satisfied itself as to the accuracy and adequacy of any information whatsoever supplied to it by, or on behalf of, the Authority and all other matters relating to the Contract including the Contract Documents and the Contract Price;
- 8.1.3. all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Authority by the Contractor in connection with or arising out its Tender are true, complete and accurate in all respects;
- 8.1.4. it has obtained for itself all the necessary information as to risks, contingencies, and any other circumstances whatsoever which might reasonably influence or affect its Tender;
- 8.1.5. it has full power and authority to enter into the Contract and thereafter to perform the Services;
- 8.1.6. it is of sound financial standing and is not aware of any circumstances (other than such circumstances as expressly disclosed by the Contractor when submitting its Tender) that may adversely affect such financial standing in the future;
- 8.1.7. it has or has made arrangements to ensure that it will have sufficient working capital, skilled Staff, equipment, machinery and other resources available to it in order to carry out the Services in accordance with the Contract Standard;

- 8.1.8. it has obtained or has made arrangements to ensure that it will obtain all necessary consents, licences and permissions to enable it to carry out the Services and will throughout the Contract Period obtain and maintain all further and necessary consents, licences and permissions to enable it to carry out the Services;
 - 8.1.9. it has made its own investigations and research in relation to and has fully satisfied itself of the nature of the Services so as to assess the full scope and volume of the work involved in performing the Services to the Contract Standard; and
 - 8.1.10. it will not at any time during the Contract Period or at any time thereafter claim or seek to enforce any lien, charge or encumbrance over any property of whatever nature aimed or controlled by the Authority and which is for the time being in the possession of the Contractor.
- 8.2. The Contractor shall alert the Authority to the risk or the existence of any reason which may prevent the Contractor from performing the Services as required in whole or in part as long in advance (and as fully) as reasonably practicable in the circumstances.
- 8.3. Except as may be expressly set out in the Contract, the Authority does not warrant the accuracy of any representation, statement of fact or law, information or advice ("Representations") (including the frequencies or volumes set out in the Specification or other Tender document) given to the Contractor by the Authority or an Authority Related Party at any time before the execution of this Contract. The Authority shall not be liable to the Contractor for any Loss which the Contractor may sustain as a result of relying on any such Representation whether in contract, tort, under the Misrepresentation Act 1967 or otherwise, save in so far as any such Representation, was made or given fraudulently by the Authority or Authority Related Party.

9. LIABILITY AND INDEMNITY

- 9.1. Subject to the limits on maximum liability set out in Clause 9.7, the Contractor shall be liable for and shall fully and promptly indemnify the Authority, its employees, agents and Fellow Contractors, against all Losses whatsoever and howsoever arising, whether directly, or in relation to any third party liabilities, out of or in connection with:

- 9.1.1. any breach by the Contractor of any of the provisions of the Contract;
- 9.1.2. the use or occupation by the Contractor of any of the Authority Premises or of any premises for which the Authority has any legal responsibility;
- 9.1.3. the use by the Contractor of any equipment or asset owned by the Authority for which the Authority has any legal responsibility; or
- 9.1.4. any negligent, other tortious or fraudulent act or omission, or breach of statutory duty by the Contractor.

For the purposes of this Clause 9.1, references to the Contractor in Clauses 9.1.1 to 9.1.4 (inclusive) shall include any Staff, agent or Subcontractors of the Contractor and "third party liabilities" shall mean any demands made by third parties against the Authority and all liabilities of the Authority to third parties.

- 9.2. Subject to the limits on maximum liability set out in Clause 9.8, the Authority shall be liable for and shall fully and promptly indemnify the Contractor against all Losses whatsoever and howsoever arising directly, out of or in connection with:

- 9.2.1. any breach of contract by the Authority; or
- 9.2.2. the use or occupation by the Authority of any property or premises belonging to the Contractor.

- 9.3. Any requirement in this Clause 9 or elsewhere in these Conditions for one Party to indemnify the other shall not apply to the extent that the claim in question arises from the negligence or breach of contract of the indemnified Party.
- 9.4. Without prejudice to the generality of this Clause 9 the Parties' liability to each other in respect of loss or damage to any property of any nature whatsoever shall include an obligation to reimburse all costs and expenses reasonably incurred by the other in the re-instatement or replacement of any such property, whether or not such re-instatement or replacement results in an improvement of or to the property so lost or damaged.
- 9.5. The Contractor's liability to the Authority pursuant to Clause 9.1 and the Authority's liability to the Contractor pursuant to Clause 9.2 shall be without prejudice to any other right or remedy available to the Parties (whether under common law, contract, tort (including negligence), equity, under statute or as expressly provided in this Contract) and in particular shall not prejudice in any way the Authority's right to enforce at any time, and in any manner whatsoever, any Bond, Guarantee or Subcontractor warranty.
- 9.6. Nothing in this Contract shall limit or exclude the Parties liability for:
- 9.6.1. death or personal injury to any person caused by its negligence or that of any of its employees or agents acting in the course of their employment;
 - 9.6.2. a misrepresentation made fraudulently;
 - 9.6.3. breach of any implied term concerning title to Goods; or
 - 9.6.4. breach of statutory duty.
- 9.7. Subject to Clause 9.6, and notwithstanding any provisions of this Contract, the Contractor's liability to the Authority in respect of all other Losses arising under or in connection with the Contract, whether arising from breach of contract, tort (including negligence), breach of statutory duty or otherwise, shall be limited in Aggregate per Year as follows:
- 9.7.1. where, under the terms of Clause 10.1, the Contractor is obliged to hold insurance in respect of the matter from which the liability arises, such liability shall be limited to the insurance levels set out in Clause 10.1;
 - 9.7.2. in respect of the indemnity contained within Clause 24.17 below, such liability shall be unlimited;
 - 9.7.3. in respect of all other matters for which the Contractor is not obliged to hold insurance under the provisions of Clause 10.1, such liability shall be limited to two times the annual Contract Price.
- 9.8. Subject to Clause 9.6 and notwithstanding anything to the contrary contained in this Contract, the Authority's liability in respect of all other Losses arising under or in connection with the Contract whether arising from breach of contract, tort (including negligence), breach of statutory duty or otherwise shall be limited, In Aggregate Per Year to two times of the annual Contract Price.
- 9.9. For the purposes of Clauses 9.7 and 9.8 "In Aggregate per Year" shall mean that the limitation of liability referred to in those Clauses shall be the monetary limit of liability in respect of breaches, failures or negligence committed in any Contract Year.
- 10. INSURANCE**
- 10.1. Without prejudice to the Authority's rights under the Contract, the Contractor shall at its own cost and throughout the Contract Period take out and maintain with reputable insurers such policy or policies of insurance as may be necessary to insure the Contractor against all

manner of risks which might arise in connection with the Contractor's performance of its obligations under the Contract including in respect of the following policies:

- 10.1.1. **employers' liability:** in compliance with the Employer's Liability (Compulsory Insurance) Act 1969 such insurance cover shall be not less than £10,000,000 (ten million pounds) in respect of any one claim or series of claims arising out of any one incident;
- 10.1.2. **public liability and occupiers' liability:** such insurance cover shall be not less than £10,000,000 (ten million pounds) in respect of any one claim or series of claims arising out of any one incident;
- 10.1.3. **loss or damage to property:** such insurance shall cover loss or destruction by reason of accident, burglary, theft, fire or otherwise of all equipment, assets, software and any premises owned or under the legal responsibility of the Contractor (including any Authority property or Authority's Equipment at the Contractor's own premises) and shall be sufficient to cover the full replacement value; and
- 10.1.4. **other risks:** such other risks as may from time to time be required by the Authority, and such insurance cover shall include an indemnity to principals clause.
- 10.2. The Contractor shall at appropriate times during the Contract Period submit to an Authorised Officer a copy of its then current insurance, together with documentary evidence that such insurance remains properly maintained.
- 10.3. If the Contractor fails to comply with its obligations under this Clause 10 either fully or at all, the Authority shall be entitled to:
 - 10.3.1. arrange the relevant insurance itself; and
 - (i) charge the price of such insurance together with an administration charge of 10% (ten per cent) of such price, to the Contractor by way of (in the Authority 's discretion) either: deduction from any sums payable by the Authority to the Contractor under the terms of the Contract; or
 - (ii) recovering the same as a debt due to the Authority from the Contractor.
- 10.4. The Contractor shall ensure that any Subcontractors:
 - 10.4.1. maintain like insurance cover to that covered by the insurance required to be provided by the Contractor under this Clause 10; and
 - 10.4.2. provide to the Authority upon request copies of its then current insurance, together with documentary evidence that such insurance remains properly maintained.

11. MONITORING AND REVIEW

- 11.1. The Contractor shall institute at the Commencement Date, and maintain and keep under review throughout the Contract Period, systems designed to ensure that the Services are performed to the Contract Standard.
- 11.2. The Authority reserves the right to monitor the Contractor's performance of its obligations in this Contract by any means it considers appropriate at its absolute discretion, including unannounced inspections.
- 11.3. The Contractor shall assist the Authority as necessary and undertake as requested any monitoring of the Services or of the users or recipients of the Services as the Authority shall

require in order for the Authority to fulfil any of its statutory obligations, including to meet its obligations under the Equality Act 2010.

- 11.4. Throughout the Contract Period, the Parties shall work together to ensure that the Contract and the Contractor's performance of the Services represent value for money and continuous improvement for the benefit of the Authority.
- 11.5. Within [6] [(six)] months of the Commencement Date, the Contractor shall prepare and submit to the Authority a half-yearly review of the Services, which shall include the following matters:
 - 11.5.1. a description and analysis of the handover process, where applicable;
 - 11.5.2. the Contractor's view of successes and failures within the first 6 (six) months following the Commencement Date;
 - 11.5.3. the reasons for any weaknesses and/or failures;
 - 11.5.4. respective responsibilities for those weaknesses or failures; and
 - 11.5.5. an action plan for rectifying any on-going problems identified.
- 11.6. Within (2) two calendar months following the beginning of each Contract Year, the Contractor shall prepare and submit to the Authority a review ("the Annual Contract Review") which shall contain an analysis of the Services throughout the previous Contract Year, focussing on those areas that were particularly successful and those areas where the Services might have been improved and an action plan for rectifying any problems identified.
- 11.7. Subject to Clauses 26 (Confidentiality) and 25 (Freedom of Information), the Annual Contract Review shall be held by the Authority in commercial confidence and it shall not be disclosed to anyone other than to elected members and officers of the Authority directly associated with the provision of the Services, internal and external auditors of the Authority, and the Authority's solicitors.
- 11.8. The Contractor and the Authority shall discuss the Annual Contract Review and the Authority may in its absolute discretion issue instructions requiring the Contractor to implement any measure which otherwise might reasonably be considered necessary by the Authority to ensure value for money.
- 11.9. At any time during the Contract Period the Authority shall be entitled to carry out, either itself or by engaging a suitably qualified third party, a thorough review of the operation of the Contract and the provision of the Services, including, a value for money review. The Contractor shall offer all reasonable assistance to the Authority and any independent third party in the carrying out of any such review and shall attend such meetings and provide such documents as may be reasonably requested for this purpose.

12. AUDIT AND RECORDS

- 12.1. The Contractor shall at all times both during the Contract Period and following Termination allow the Authorised Officer, internal or external auditor, the head of the Authority's in-house legal department or any person or persons nominated by a chief officer of the Authority access on reasonable notice to and/or a right of entry to any premises in the possession or under the control of the Contractor and in any way relating to or used in connection with the Services.
- 12.2. The Contractor shall at all times throughout the Contract Period and for six years thereafter (or for such other longer period as reasonably required by the Authorised Officer) maintain full, accurate, interrogable and auditable computer and/or hard copy records of all matters relating to the provision of the Services including costs and expenses, overheads, Staff

resources, amounts charged to the Authority and received from the Authority, complaints from the service users who received the Services, reviews and method statements.

- 12.3. The Contractor shall provide all Data reasonably required by the Authority relating to the provision of the Services within a reasonable time of any request made in writing by the Authorised Officer. Such Data shall be presented in a format and in such media as is reasonably described in the request.
- 12.4. The Contractor shall at all times during the Contract Period and following Termination allow the Authorised Officer, (or any person or persons nominated by a chief officer of the Authority):
 - 12.4.1. immediate access to;
 - 12.4.2. the permission to copy and remove any copies of; and
 - 12.4.3. (if in the opinion of the Authorised Officer or chief officer nominee it is reasonably necessary or appropriate) the permission to remove the originals ofany books, records, information and Data in the possession or under the control of the Contractor or any Subcontractor (including stored on any Contractors IT System) and in any way relating to or used in connection with the provision of the Services.
- 12.5. The Contractor shall, as soon as reasonably practicable upon request by the Authorised Officer, internal or external auditor, the head of the Authority's in-house legal department, or any person nominated by a chief officer of the Authority provide all information, documentation, access to Staff and assistance required by the Authority, their insurers or auditors in connection with any legal proceedings, insurance claim, third party complaint, potential claim or media interest which has, or may have, arisen out of or during the course of the Contractor's provision of the Services or the Contract.
- 12.6. Without prejudice to the Contractor's general obligations to provide Data to the Authority on request, the Authority shall be entitled to request, and the Contractor shall provide within a reasonable time, employment and relevant personal information in relation to the Staff for the purposes of anti-fraud measures such as data matching. The Contractor shall ensure that it takes any measures necessary pursuant to the Data Protection Legislation and any other relevant Legislation to facilitate such disclosure lawfully and fairly.
- 12.7. The provisions of this Clause 12 shall survive Termination and shall continue in force in accordance with their terms.

13. STAFF

- 13.1. Without prejudice to any other provision of this Clause 13, the Contractor shall employ sufficient Staff to ensure that the Services are provided to the Contract Standard, including during periods of absence of its Staff due to sickness, maternity leave, holidays, training or otherwise.
- 13.2. The Contractor shall throughout the Contract Period:
 - 13.2.1. employ or engage in and about the provision of the Services only persons who are careful, honest, skilled, competent, qualified and experienced in the work they are to perform;
 - 13.2.2. ensure that every member of Staff engaged by the Contractor in relation to the provision of the Services is, and at all times remains, properly and sufficiently trained, skilled and instructed with regard to the rules, procedures and statutory and regulatory requirements concerning health and safety at work and all other rules and procedures relevant to the duties which that person has to perform;

- 13.2.3. ensure that its Staff comply with the Authority Guidelines and all relevant statutes, statutory orders and regulations;
- 13.2.4. implement such Staff training schemes as are necessary to ensure the performance of the Services to the Contract Standard; and
- 13.2.5. provide a sufficient complement of Supervisory Staff (in addition to the Contract Manager) to ensure that the Staff engaged in the provision of the Services are at all times adequately supervised and able to perform their duties to the Contract Standard.

Removal of Staff

- 13.3. Without affecting the Contractor's rights and obligations as an employer, the Authorised Officer may, to the extent reasonably necessary to protect the standards and reputation of the Authority, and following consultation with the Contractor, request the Contractor to remove from the Services, or relevant part of it, any member of Staff (including for the avoidance of doubt the Contract Manager or his deputy) and the Contractor shall forthwith comply with such request. The Authority shall not in any circumstances be liable to any such member of Staff or to the Contractor in relation to any such removal and the Contractor shall fully and promptly indemnify the Authority in respect of any claims brought by any such person or member of Staff arising from it.

Prohibited Acts

- 13.4. The Contractor shall not, and shall take all reasonable steps to ensure that no Subcontractor, Staff or any of other employees of the Contractor or any Subcontractor, commits a Prohibited Act.
- 13.5. The breach of Clause 13.4 will be regarded by the Authority as a matter of serious misconduct and, without prejudice to any of the Authority's other rights under this Contract or at law, the Authorised Officer shall be entitled to require the immediate removal from the provision of the Services of any Subcontractor or members of Staff who has committed the Prohibited Act.

Industrial Action by Staff

- 13.6. Notwithstanding any industrial action by Staff, it remains the Contractor's responsibility to meet the requirements of this Contract. The Contractor must inform an Authorised Officer immediately of any intending or actual dispute that may affect the Contractor's ability to provide the Services to the Contract Standard.
- 13.7. In the event of industrial disputes involving persons employed directly by the Authority, or any Fellow Contractors, which adversely affect the Contractor's provision of the Services the Contractor shall:
 - 13.7.1. co-operate with the Authority to ensure the continued provision of the Services to the Contract Standard; and/or
 - 13.7.2. subject to Clause 13.8, agree any adjustments as may be fair and reasonable in the circumstances:
 - (i) to the Services; and/or
 - (ii) the way in which it or any part of the Services are provided to; and/or
 - (iii) to these Conditions

for the period during which the relevant dispute adversely affects the Contractor's provision of the Services.

- 13.8. If the standard of performance of the Services is substantially affected by such industrial action as is referred to in Clause 13.7, then the Contract Price shall be amended during the period of the industrial action to an amount agreed between the Authority and the Contractor or in default of such agreement, either Party may refer such matter to the Dispute Resolution Procedure in accordance with the provisions of Clause 36 (Dispute Resolution).

Immigration

- 13.9. The Contractor shall:
- 13.9.1. at all times comply with the Immigration, Asylum and Nationality Act 2006 as amended and any other Legislation relevant to the legality of employing any person who is not a British national (together "Immigration Legislation");
 - 13.9.2. not employ as any member of Staff any person who is not eligible to work in the United Kingdom pursuant to Immigration Legislation; and
 - 13.9.3. comply with any and all record-keeping requirements of Immigration Legislation and provide documentary evidence that it has so complied (to the Authority's reasonable satisfaction) within 14 days of any request being made by the Authority.

Living Wage

- 13.10. Without prejudice to any other provision in this Contract, the Contractor shall (and will ensure that their Subcontractors shall):
- 13.10.1. ensure that no employee engaged in the provision of the Services is paid an hourly wage (or equivalent of an hourly wage) less than;
 - 13.10.1.1. the London Living Wage where an employee is based in Greater London; or,
 - 13.10.1.2. the UK Living Wage where an employee is based outside Greater London;
 - 13.10.2. ensure that no employee engaged in the provision of the Services is paid less than the amount to which they are entitled in their respective contracts of employment; and
 - 13.10.3. provide to the Authority such information concerning the Contractor's compliance with its obligations in this Clause 13.10 and Clause 13.11 including but not limited to the numbers of employees of its or any Subcontractor of its paid the relevant Living Wage as the Authority or its nominees may reasonably require from time to time.
- 13.11. For the purposes of this Clause 13.10 and Clause 13.11 an employee shall be based in Greater London where the premises at which or from which they are engaged in the provision of the Services is situated within a London Borough.

14. TUPE

The provisions of Schedule 5 shall apply to any transfer of employees.

15. HUMAN RIGHTS

- 15.1. The Parties acknowledge and agree that the Contractor may be acting as a public authority for the purposes of the Human Rights Act 1998.

- 15.2. Where relevant, the Contractor shall at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Contract.
- 15.3. The Contractor shall indemnify and keep indemnified the Authority against any Losses that it suffers that:
- 15.3.1. arise out of the performance or non-performance by the Contractor of its obligations under this Clause 15; or
- 15.3.2. arise out of any act or omission of the Contractor in breach of this Clause 15 or in breach of the Human Rights Act 1998.

16. EQUALITIES

- 16.1. The Contractor shall comply with all applicable Equalities Legislation in its performance of the Contract and shall take all reasonable steps to ensure that all Subcontractors and Staff do not unlawfully discriminate, harass or victimise within the meaning and scope of the Equalities Legislation. This Clause 16.1 shall be without prejudice to the Contractor's general obligation to comply with Legislation.
- 16.2. The Contractor shall not at any time unlawfully discriminate in relation to employing any person for the purposes of performing the Services on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation or temporary or part-time status in employment or otherwise. For the purposes of this Clause 16.2, employing a person shall include recruiting, appointing, selecting, training, promoting, remunerating, subjecting to a detriment, disciplining and dismissing.
- 16.3. The Contractor shall provide such information as the Authority requires to satisfy itself that the Contractor complies and will continue to comply with Clauses 16.1 and 16.2.
- 16.4. Where in connection with this Contract the Contractor, its Staff or Subcontractors are required to carry out the Services on Authority Premises or alongside the Authority's officers and staff on any other premises, the Contractor shall comply with the Authority's own employment policy and codes of practice relating to equality and equal opportunities, copies of which are available on request from the Authority.
- 16.5. Without prejudice to the generality of Clauses 16.1 and 16.2, the Contractor shall (and where appropriate shall ensure that its Staff and Subcontractors):
- 16.5.1. at all times comply with the Equality Act 2010 (the "Act") in respect of its treatment of its Staff and in the performance of the Services;
- 16.5.2. comply with the Equality Act 2010 Code of Practice on Employment and the Equality Act 2010 Code of Practice on Equal Pay (the "Codes") (or any replacement guidance and/or publication) issued by the Equality and Human Rights Commission;
- 16.5.3. operate an equal opportunities policy which, so far as practicable, complies fully with the practical guidance, recommendations and advice set out in the Codes;
- 16.5.4. take all reasonable steps to eliminate unlawful discrimination, harassment, victimisation and any other conduct that is prohibited by or under the Act;
- 16.5.5. advance equality of opportunity between persons who share a relevant protected characteristic (as defined in the Act) and persons who do not share it; and
- 16.5.6. foster good relations between persons who share such a protected characteristic and persons who do not share it.

- 16.6. The Contractor shall also ensure that it, its Staff, Subcontractors and agents provide all relevant information in this regard to the Authority so that the Authority can assess its own compliance with its general and specific duties under the Act.
- 16.7. The Contractor shall:
- 16.7.1. inform the Authority as soon as it becomes aware of:
- any legal, tribunal or court proceedings, ombudsman enquiries or arbitrations brought against the Contractor under the Equalities Legislation; or
- any judgments, convictions (not spent or exempted under the Rehabilitation of Offenders Act 1974), awards or settlements arising from such matters; and
- 16.7.2. at its own cost, provide the Authority with such further information and documentation as may reasonably be required in relation any matters under Clause 16.7.1.
- 16.8. In the event that any breaches of the Authority's duties under the Equalities Legislation are found to have occurred due to the acts or omissions of the Contractor, its Subcontractors or Staff, the Contractor shall indemnify the Authority against any Losses that it suffers as a result.
- 16.9. The Contractor shall, no later than twelve months from the Commencement Date and annually thereafter submit a report to the Authority demonstrating its compliance with this Clause 16.
- 16.10. In the event that the Contractor sub-contracts all or a substantial part of its obligations under this Contract, it shall impose obligations on its Subcontractors in terms substantially similar to those imposed on it pursuant to this Clause 16.

17. HEALTH AND SAFETY

- 17.1. The Contractor shall, in performing the Services, at all times comply with the Health and Safety at Work etc. Act 1974 and all regulations codes of practice issued or made under it from time to time or by any body with responsibility for the enforcement of health and safety Legislation
- 17.2. Without prejudice to the generality of its obligations in Clause 17.1 the Contractor shall, in performing the Services ensure that it, its Subcontractors and its Staff:
- 17.2.1. are suitably competent, qualified, inducted and trained to undertake the task for which they are employed;
- 17.2.2. carry out risk assessments and implement appropriate control measures as necessary in relation to each task required to be carried out in relation to the Services, ensuring that they are specific to the work they are carrying out on behalf of the Authority;
- 17.2.3. adopt safe methods of work in order to protect the health and safety of the Staff, Authority staff, and any other persons including members of the public;
- 17.2.4. comply with all relevant parts of the Authority's Guidelines relating to health and safety including any relevant permit to work arrangements and fire and safety arrangements prior to commencement of work.
- 17.3. The Contractor shall:
- 17.3.1. maintain and review its health and safety policy and safe working procedures as often as may be necessary in the light of changing Legislation, working practices or

- any other factor whatsoever, and shall notify the Authority in writing of such revisions; and
- 17.3.2. comply with any changes, amendments or further instructions reasonably requested or issued by the Authority in connection with the Contractor's health and safety procedures; and
 - 17.3.3. have in place at all times throughout the duration of this Contract appropriate and up to date procedures for dealing with accidents and emergencies which procedures shall be communicated to all Staff and periodically tested, with such testing to be formally recorded.
- 17.4. For the avoidance of doubt the Authority shall not be obliged to make, and the Contractor shall not be entitled to receive, any additional payment by reason of:
- 17.4.1. any steps which the Authority requires the Contractor to take in order to comply with its obligations under or in connection with this Clause or for health or safety reasons generally (including at the Authority's request the appointment of an independent health and safety adviser to review the Contractor's working procedures); and/or
 - 17.4.2. any part of the Services being omitted whether temporarily or permanently for health or safety reasons.
- 18. [THIS CLAUSE IS NOT USED]**
- 19. [THIS CLAUSE IS NOT USED]**
- 20. PREMISES**
- 20.1. The provisions of Schedule 4 shall apply where the Contractor is using the Designated Space.
 - 20.2. The Contractor may, at the Authority's absolute discretion, be permitted access to the Authority Premises from time to time in connection with the provision of the Services.
 - 20.3. Access to or use of any of the Authority Premises by the Contractor, its Subcontractors or any of its Staff will not create a tenancy of any nature whatsoever in favour of the Contractor, its Subcontractor or its Staff or agents.
 - 20.4. Where the Contractor is permitted access to the Authority Premises the Contractor shall:
 - 20.4.1. (and shall ensure that its Staff and Subcontractors) use such Authority Premises only in connection with the proper performance of the Services;
 - 20.4.2. ensure that the Authority Premises are kept and left clean and tidy by its Staff; and
 - 20.4.3. ensure that any identity pass carried by, and any key issued to, any of its Staff are returned to the Contractor forthwith upon such Staff ceasing to be employed or engaged by the Contractor in connection with the provision of the Services.
 - 20.5. In the event, and to the extent, that the Contractor is to provide all or any part of the Services from its own premises, then:
 - 20.5.1. the Contractor shall ensure that such premises are safe, secure and suitable for the provision of the Services;
 - 20.5.2. any authority equipment or Data situated at the Contractor's premises shall be clearly marked the property of the Authority;

- 20.5.3. the Contractor shall afford the Authority access upon reasonable notice to inspect the Contractor's premises including any security, fire protection and disabled access systems; and
- 20.5.4. the Contractor shall not provide all or any part of the Services nor store any Data at any premises which have not been approved by the Authorised Officer.

21. BRITISH AND ENVIRONMENTAL STANDARDS AND SUSTAINABILITY

- 21.1. Where an appropriate British Standards Specification or British Standards code of practice issued by the British Standards Institution is in existence, all materials used and supplied shall, as a minimum requirement and without prejudice to any higher standard required elsewhere in the Contract, be in accordance with that standard, or its European equivalent.
- 21.2. In all matters connected with the Services, the Contractor shall:
 - 21.2.1. adopt, implement, maintain, and keep under review throughout the Contract Period systems designed to ensure good environmental practice;
 - 21.2.2. use wherever possible working methods, equipment, materials and consumables which minimise environmental damage; and
 - 21.2.3. comply with, and ensure that all Staff are made aware of and comply with, all Authority Guidelines relating to environmental matters.
- 21.3. Without prejudice to the generality of Clause 21.2 , the Contractor shall:
 - 21.3.1. endeavour to recycle relevant materials;
 - 21.3.2. dispose of all waste pursuant to the Environmental Protection Act 1990 and the Producer Responsibility Obligations (Packaging Waste) Regulations 2007 (if applicable); and
 - 21.3.3. save when a specific delivery time is stipulated by the Authority and whenever practicable, ensure that any Goods are delivered outside peak traffic times.

22. [NOT USED]

23. CONTRACTOR IT SYSTEMS

- 23.1. The Contractor shall ensure that, at all times throughout the Contract Period, the Contractor IT System:
 - 23.1.1. is such as to enable the Contractor to comply with its obligations under the Contract and in particular to perform the Services to the Contract Standard.
 - 23.1.2. is in all respects capable of interfacing with and is, should the Authority so require, capable of being rendered compatible with, the Authority's relevant computer system;
 - 23.1.3. has in place a good quality robust firewall and virus protection software so as to guard against any virus, worm, Trojan horse, logic bomb, time bomb, back door, trap, disabling device, malicious code, or other contaminants or similar form of code intended (or having that effect) to cause harm, damage, or to prevent or restrict the use of any computer system or data
- 23.2. The Contractor shall ensure that at all times during the Contract Period (and until any computerised Data has been returned to the Authority in accordance with the provisions of the Contract) it has in place adequate and robust business continuity and disaster recovery procedures that are in accordance with good data management and security practice and that shall include as a minimum undertaking a full back up of all Data at least once per day

so that in the event of the partial or total failure of the Contractor's computer system the Contractor shall be able to continue to provide the services without interruption.

24. DATA PROTECTION

- 24.1. Each Party shall fully comply with its respective obligations under the Data Protection Legislation.
- 24.2. The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Contractor is the Processor. The only processing that the Contractor is authorised to do is as listed in Schedule 10 and may not be determined by the Contractor.
- 24.3. The Contractor shall notify the Authority immediately if it considers that any of the Authority's instructions infringe the Data Protection Legislation.
- 24.4. The Contractor shall provide all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Authority, include:
 - 24.4.1. a systematic description of the envisaged Processing operations and the purpose of the Processing;
 - 24.4.2. an assessment of the necessity and proportionality of the Processing operations in relation to the Services;
 - 24.4.3. an assessment of the risks to the rights and freedoms of Data Subjects; and
 - 24.4.4. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 24.5. The Contractor shall, in relation to any Personal Data Processed in connection with its obligations under this Contract:
 - 24.5.1. Process that Personal Data only in accordance with Clause 24.2 above, unless the Contractor is required to do otherwise by Law. If it is so required, the Contractor shall promptly notify the Authority before Processing the Personal Data unless prohibited by Law;
 - 24.5.2. ensure that it has in place Protective Measures, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:
 - 24.5.2.1. nature of the data to be protected;
 - 24.5.2.2. harm that might result from a Data Loss Event;
 - 24.5.2.3. state of technological development; and
 - 24.5.2.4. cost of implementing any measures;
 - 24.5.3. ensure that:
 - 24.5.3.1. the Staff do not Process Personal Data except in accordance with this Contract (and in particular Clause 24.2 above);
 - 24.5.3.2. it takes all reasonable steps to ensure the reliability and integrity of any Staff who have access to the Personal Data and ensure that they:
 - 24.5.3.2.1. are aware of and comply with the Contractor's duties under this clause;

- 24.5.3.2.2. are subject to appropriate confidentiality undertakings with the Contractor or any Sub-Processor;
 - 24.5.3.2.3. 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 Authority or as otherwise permitted by this Contract; and
 - 24.5.3.2.4. have undergone adequate training in the use, care, protection and handling of Personal Data; and
 - 24.5.4. not transfer Personal Data outside of the EEA unless the prior written consent of the Authority has been obtained and the following conditions are fulfilled:
 - 24.5.4.1. the Authority 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 Authority;
 - 24.5.4.2. the Data Subject has enforceable rights and effective legal remedies;
 - 24.5.4.3. 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 Authority in meeting its obligations); and
 - 24.5.4.4. the Contractor complies with any reasonable instructions notified to it in advance by the Authority with respect to the Processing of the Personal Data;
 - 24.5.4.5. at the written direction of the Authority, delete or return Personal Data (and any copies of it) to the Authority on termination of the Contract unless the Contractor is required by Law to retain the Personal Data.
- 24.6. Subject to Clause 24.7 below, the Contractor shall notify the Authority immediately if it:
 - 24.6.1. receives a Data Subject Request (or purported Data Subject Request);
 - 24.6.2. receives a request to rectify, block or erase any Personal Data;
 - 24.6.3. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - 24.6.4. receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under this Contract;
 - 24.6.5. 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
 - 24.6.6. becomes aware of a Data Loss Event.
- 24.7. The Contractor's obligation to notify under Clause 24.6 above shall include the provision of further information to the Authority in phases, as details become available.
- 24.8. Taking into account the nature of the Processing, the Contractor shall provide the Authority with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 24.6 above (and insofar

as possible within the timescales reasonably required by the Authority) including by promptly providing:

- 24.8.1. the Authority with full details and copies of the complaint, communication or request;
 - 24.8.2. such assistance as is reasonably requested by the Authority to enable the Authority to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - 24.8.3. the Authority, at its request, with any Personal Data it holds in relation to a Data Subject;
 - 24.8.4. assistance as requested by the Authority following any Data Loss Event;
 - 24.8.5. assistance as requested by the Authority with respect to any request from the Information Commissioner's Office, or any consultation by the Authority with the Information Commissioner's Office.
- 24.9. 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:
- 24.9.1. the Authority determines that the Processing is not occasional;
 - 24.9.2. the Authority 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 Article 10 of the GDPR; and
 - 24.9.3. the Authority determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 24.10. The Contractor shall allow for audits of its Data Processing activity by the Authority or the Authority's designated auditor.
- 24.11. The Contractor shall designate a data protection officer if required by the Data Protection Legislation.
- 24.12. Before allowing any Sub-Processor to Process any Personal Data related to this Contract, the Contractor must:
- 24.12.1. notify the Authority in writing of the intended Sub-Processor and Processing;
 - 24.12.2. obtain the written consent of the Authority;
 - 24.12.3. enter into a written agreement with the Sub-Processor which give effect to the terms set out in this Clause 24 (*Data Protection*) such that they apply to the Sub-Processor; and
 - 24.12.4. provide the Authority with such information regarding the Sub-Processor as the Authority may reasonably require.
- 24.13. The Contractor shall remain fully liable for all acts or omissions of any Sub-Processor.
- 24.14. The Contractor 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).
- 24.15. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Authority may on not less than 30 Working Days' notice to the Contractor amend

this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

- 24.16. The Contractor shall at all times comply with the DPA 2018 as a data controller if necessary, including maintaining a valid and up to date registration or notification under the DPA 2018 covering the data Processing to be performed in connection with the Services.
- 24.17. Notwithstanding anything to the contrary in this Contract, the Contractor shall fully indemnify and keep fully indemnified the Authority against all Losses incurred by it in respect of any breach of this Clause 24 (Data Protection) by the Contractor and/or any act or omission of any Subcontractor. For the avoidance of doubt, the indemnity contained in this Clause 24.17 is not subject to any limit on the Contractor's liability as may be set out elsewhere in this Contract.
- 24.18. The provisions of this Clause 24 (*Data Protection*) shall apply during the continuance of the Contract and indefinitely after its Termination.

25. FREEDOM OF INFORMATION

- 25.1. The Contractor acknowledges that:
 - 25.1.1. the Authority is subject to the requirements of the FOIA and the EIR; and
 - 25.1.2. in order to be compliant with the FOIA and the EIR, the Authority may be obliged, on request, to provide or consider the provision of Information to third parties where that Information constitutes or may constitute Confidential Information.
 - 25.1.3. Subject to the provisions of this Clause 25, the Contractor shall assist and co-operate with the Authority (at the Contractor's expense) to facilitate the Authority's compliance with the FOIA and/or EIR in that regard.
- 25.2. The Contractor shall:
 - 25.2.1. 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 EIR;
 - 25.2.2. transfer any Request for Information that it or its Subcontractors receive, to the Authority as soon as practicable after receipt and in any event within 2 Working Days following receipt of that Request for Information; and
 - 25.2.3. provide the Authority with a copy of all Information:
 - (i) belonging to the Authority;
 - (ii) requested in the Request for Information;
 - (iii) which is in its (or its Subcontractors) possession or control; and
 - (iv) in the form that the Authority requireswithin 5 Working Days (or such other period as the Authority may reasonably specify) of the Authority's request for such Information or within 2 Working Days of any request for follow-up Information; and
 - 25.2.4. not respond directly to a Request For Information unless authorised in writing to do so by the Authority.
- 25.3. The Contractor further acknowledges that, notwithstanding the provisions of Clause 26 (Confidentiality), the Authority may, acting in accordance with the FOIA Code, be obliged under the FOIA or the EIR to disclose Information that is or may be Confidential Information:

- 25.3.1. in certain circumstances without consulting with the Contractor; or
- 25.3.2. following consultation with the Contractor and having taken the Contractor's views into account

provided always that where Clause 25.3.1 applies, the Authority shall, in accordance with the recommendations of the FOIA Code, draw this to the attention of the Contractor prior to any disclosure.

- 25.4. Subject to the Authority complying with its obligations under this Clause 25 the Authority shall not be liable for any Losses or other detriment suffered by the Contractor or any Subcontractor arising from the disclosure of any Information, whether or not such Information is Confidential Information, falling within the scope of the FOIA or EIR.
- 25.5. The Contractor shall indemnify the Authority against all claims, demands, actions, costs, proceedings and liabilities whatsoever that the Authority incurs due to the Contractor's or any Subcontractor's breach of this Clause 25.
- 25.6. The Contractor shall ensure that the terms of any Sub-contract which it enters into with a Subcontractor replicate the provisions of this Clause 25 such that the Authority has the same rights against a Subcontractor as it does against the Contractor under this Clause 25.
- 25.7. For the purposes of this Clause 25 "Working Day" has the meaning given to it in the FOIA.

26. CONFIDENTIALITY

- 26.1. For the purposes of this Clause "Representatives" shall mean each Party's respective employees, workers, volunteers, officers, agents, contractors, sub-contractors, professional advisors and consultants.
- 26.2. Each Party shall, and shall ensure that its Representatives, shall:
 - 26.2.1. treat all Confidential Information belonging to the other Party as confidential and safeguard it accordingly; and
 - 26.2.2. not use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with this agreement
 - 26.2.3. not disclose any Confidential Information belonging to the other Party to any person except:

as expressly permitted by the provisions of this Contract; or
with the prior written consent of the other Party

and in particular, shall take all necessary precautions to ensure that all Confidential Information obtained from the other Party under or in connection with the Contract:

- 26.3. Each Party shall ensure that Confidential Information is only given to such of the Party's Representatives as and to the extent it is strictly necessary for the performance of the Contract.
- 26.4. The provisions of Clauses 26.1 to 26.3 inclusive shall not apply to any information:
 - 26.4.1. which is, or becomes, in the public domain other than through default by the Party making the disclosure or any other person to whom that Party is permitted to disclose such information under the Contract;
 - 26.4.2. which is required to be disclosed by law whether under the FOIA or EIR or otherwise;

- 26.4.3. which is required to be disclosed by order of a court of competent jurisdiction;
 - 26.4.4. which is required to be disclosed by the Authority to any department, office or agency of the government which for the purposes of this Clause 26.4.4 shall include but not be limited to the Commission for Local Administration and the Public Sector Audit Appointments Ltd and any successor body with responsibility for auditing public bodies;
 - 26.4.5. which was obtained from a third party without obligation of confidentiality;
 - 26.4.6. which was already in the possession of the Party making the disclosure without restrictions as to its use before it came into that Party's possession or knowledge as a result of or in connection with the Contract;
 - 26.4.7. which is reasonably required by any person engaged in the performance of their obligations in relation to the Contract for the performance of those obligations.
- 26.5. In the case of any disclosure by the Contractor pursuant to Clause 26.4.7 if the Authority considers it desirable, the Contractor shall first obtain from the person to whom disclosure is to be made a confidentiality undertaking in similar terms to those contained in this Clause 26.
- 26.6. Where under this Clause 26 the consent or approval of a Party is required, such consent or approval shall be at the entire discretion of that Party.
- 26.7. The provisions of this Clause 26 shall survive Termination and shall continue in full force and effect without limit in point of time.

27. PROPERTY RIGHTS

- 27.1. The Contractor hereby expressly acknowledges that the Authority alone has (subject to such third party rights as may at any time be notified to the Contractor by the Authority) exclusive ownership and ultimate control of:
- 27.1.1. the format and content of the documentation comprising the Contract (save that copyright in these Conditions is licensed to the Authority by its external legal advisers);
 - 27.1.2. the Authority's logos, insignia and letter heads;
 - 27.1.3. Data however and wherever stored and processed by the Contractor; and
 - 27.1.4. any Intellectual Property Rights pertaining to any of the above,
(collectively the "Property Rights").
- 27.2. Any goodwill pertaining to or arising from the use of the Property Rights shall at all times ensure and accrue to the exclusive benefit of the Authority absolutely.
- 27.3. The Contractor shall at the request of the Authority promptly execute such documents and take or desist from taking such action as the Authority may require in order to assure to the Authority the full benefit of its Property Rights and/or to confirm the Authority's title thereto.
- 27.4. The Authority hereby licences the Contractor to use the Property Rights solely:
- 27.4.1. to the extent and upon the terms provided by this Contract; and
 - 27.4.2. for the purposes of performing the Services for the Authority.

- 27.5. The Contractor shall notify the Authority on becoming aware of any actual, threatened, attempted or suspected infringement by any third party of any of the Property Rights, including any seizure of or other interference with Data (an "Infringement").
- 27.6. The Contractor shall use its best endeavours to assist, co-operate with and follow the instructions of the Authority in relation to any Infringement, including:
- 27.6.1. protecting and/or defending the Property Rights against any infringing party; and
- 27.6.2. at the request of the Authority or its insurers, entrusting the conduct of any proceedings in relation to any such Infringement to the Authority.
- 27.7. Save as otherwise agreed in writing by the Parties all Intellectual Property Rights created by the Contractor, its Staff, or Subcontractor:
- 27.7.1. in the course of performing the Services; or
- 27.7.2. exclusively for the purpose of performing the Services,
- shall vest in the Authority on creation. In the event that any such Intellectual Property Rights do not vest in the Authority by operation of law the Contractor shall execute, or cause to be executed by any Subcontractor, member of Staff or agent, any and all deeds, documents and acts required to assign such Intellectual Property Rights to the Authority.

Intellectual Property Rights Indemnity

- 27.8. The Contractor warrants to the Authority that:
- 27.8.1. it has not given and will not give permission to any third party to use any of the material to which Clause 27.1 relates nor any of the Intellectual Property Rights in such material;
- 27.8.2. neither the provision of the Services by the Contractor nor its receipt by the Authority will infringe the Intellectual Property Rights of any third party.
- 27.9. The Contractor agrees to indemnify the Authority and keep it indemnified at all times against all or any Losses incurred by the Authority, or for which the Authority may become liable, with respect to any claim by any third party that their Intellectual Property Rights have been infringed by the provision of the Services or anything supplied created or done by the Contractor in connection with such provision except to the extent that they have been caused by or contributed to by the Authority's acts or omissions.
- 27.10. The provisions of this Clause 27 shall survive Termination and shall continue in full force and effect without limit in point of time.

28. DEFAULTS AND REMEDIES

Remedies Available to the Contractor

Relief from Liability

- 28.1. The Contractor shall not be liable to the Authority for a Default to the extent that it is directly caused by a breach of contract by the Authority or Fellow Contractor (a Relief Event) provided that the Contractor has notified the Authority in writing as soon as it has come to the Contractor's attention that a Relief Event has or will occur.

Termination

- 28.2. Without prejudice to the Contractor's rights pursuant to Clause 32 (Consequences of Expiry or Termination), if the Authority commits a repudiatory breach of contract, the Contractor

shall be entitled to terminate the Contract by notice in writing provided it first notifies the Authority in writing of the breach of contract:

- 28.2.1. stating its intention to issue a termination notice; and
- 28.2.2. giving the Authority a period to remedy the breach, such period being reasonable in the circumstances having regard to the nature and effect of the breach and, being in any event not less than 20 (twenty) Working Days.

If the Authority remedies the breach within such period the Contractor shall not be entitled to accept the repudiation and/or terminate the Contract.

Remedies available to the Authority

Defaults

- 28.3. In the event of a Default the Authority shall issue a notice (a “Default Notice”) to the Contractor which shall state on its face whether, in the reasonable opinion of the Authorised Officer, the Default is either a Critical Default or Non-Critical Default.
- 28.4. If the Contractor disputes whether a Default is a Critical Default, the matter shall be referred to the Dispute Resolution Procedure and if the dispute remains unresolved, to the Courts.

Critical Defaults

- 28.5. In the event that a Default Notice states that a Default is a Critical Default, it shall also state how and by when the Contractor, at its own expense, shall remedy, make good or mitigate the Default. Such action and time period shall be fair, reasonable and commensurate with the nature of the Critical Default and the effect that such Critical Default had or continues to have on the provision of the Services and the services provided by Fellow Contractors.
- 28.6. On receipt of a Default Notice stating that the Default is a Critical Default, the Contractor shall take the action required by the Default Notice at its own cost and expense within the time period set out in the Default Notice. The Contractor shall, in addition, attend a meeting with the Authorised Officer to discuss the Default and the Contract Manager shall give an assurance in writing to the Authorised Officer that the Critical Default shall be remedied, made good or mitigated within the time scale set out in the Default Notice.
- 28.7. **[This clause is not used]**
- 28.8. If the Contractor fails to remedy a Critical Default within the time period set out in the Default Notice (or subsequently agreed or determined) the Authority may terminate this Contract in whole or in part in accordance with the provisions of Clause 29 (“Termination and Suspension”).

Non-Critical Defaults

- 28.9. If a Default Notice states that a Default is a Non-Critical Default (‘Non-Critical Default Notice’), the Contractor shall, if requested to do so prepare within ten (10) Working Days of receipt of the Default Notice a plan (an “Action Plan”) setting out the steps which the Contractor shall take to ensure that the Default is remedied, and that it does not occur again and the reasonable timescale within which the Action Plan shall be implemented.
- 28.10. The Action Plan shall be submitted to the Authorised Officer for his approval which shall not be unreasonably withheld or delayed. The Authorised Officer shall be entitled to suggest reasonable amendments to the Action Plan which the Contractor shall incorporate. The Contractor shall implement the approved Action Plan.

Escalation

- 28.11. If:
- 28.11.1. the Contractor fails to remedy a Non-Critical Default in accordance with an Action Plan; or
 - 28.11.2. the Contractor fails to remedy a Critical Default in accordance with the Default Notice ('Critical Default Notice') or as subsequently agreed or determined; or
 - 28.11.3. any Critical Default having been remedied, occurs again; or
 - 28.11.4. more than 2 (two) Critical Default Notices or 8 (eight) Non-Critical Default Notices or 1 (one) Critical Default Notice and 4 (four) Non-Critical Default Notices (in each case not necessarily relating to the same breach or failure) have been issued to the Contractor in any continuous 6 (six) month period;
- then the Authorised Officer shall be entitled to serve a warning notice (a "Warning Notice") on the Contractor. The Warning Notice shall state on its face that it is a Warning Notice and shall set out the measures which the Authorised Officer requires the Contractor to take to ensure that the Default or Defaults are remedied, do not occur again and the time scales within which the Contractor is to effect such measures. The Contractor shall comply with the terms of the Warning Notice.
- 28.12. In the event that the Authorised Officer serves more than 2 (two) Warning Notices within any continuous [18] [(eighteen)] month period the Authority shall be entitled to terminate the Contract in whole or in part in accordance with the provisions of Clause 30 ("Termination and Suspension").

Other Remedies

- 28.13. In addition to the matters set out above, if the Contractor commits a Default (whether a Critical Default or Non-Critical Default) the Authority shall be entitled, without prejudice to any of its rights or remedies whether in contract, tort or under statute or otherwise, to take all or any of the following measures:
- 28.13.1. deduct from the Contract Price or recover as a debt as liquidated and ascertained damages the default sums set out at Schedule 6. Such default sums are agreed to be a genuine pre-estimate of the Authority's loss in respect of the heads of loss and damage set out in Schedule 6 and shall not represent nor compensate the Authority against other heads of loss and damage (such other heads being recoverable as non-liquidated damages);
 - 28.13.2. withhold any further payments or instalments of the Contract Price until the Contractor has remedied, or mitigated the Default as stated in a Default Notice or Warning Notice;
 - 28.13.3. deduct from any future payment to the Contractor or from any future instalment of the Contract Price or recover as a debt due any reasonable, justifiable and demonstrable losses, costs and expenses of the Authority or any Fellow Contractor suffered directly as a result of the Contractor's Default together with an administration charge of 10% of such sum or sums (Deduction). If there is any dispute between the Authority and the Contractor as to the amount of such Deduction, the matter shall be referred to the Dispute Resolution Procedure;
 - 28.13.4. remedy the Default itself or engage a third party to do so to recover from the Contractor by way of deduction from the Contract Price or otherwise the reasonable cost that the Authority incurs in so doing.

Right Of Set Off

- 28.14. Whenever under the Contract any sum of money shall be recoverable from or payable by the Contractor to the Authority, the same may be recovered as a debt or deducted from any sum then due, or which at any time thereafter may become due to the Contractor under the Contract or under any other contract between the Contractor and the Authority.

Specific Performance

- 28.15. The Parties acknowledge that in the event of a Default the loss or damage suffered by the Authority may be such that damages are not an adequate remedy. In such circumstances the Authority shall have the right to specific performance of the Contractor's obligations. Such remedy shall be in addition to, and not in lieu or limitation of, other remedies provided to the Authority under the Contract, at law or in equity.

29. TERMINATION AND SUSPENSION

- 29.1. The Authority may terminate this Contract in whole or part with immediate effect (or on such longer notice as the Authority may specify) by the service of written notice on the Contractor ("Termination Notice") if any one or more of the following acts or circumstances is committed or arise:

Fraud and Bribery

- 29.1.1. the Contractor, any Subcontractor, any Staff or any other employees of the Contractor or any Subcontractor, (whether with or without the Contractor's knowledge) having committed a Prohibited Act.

Misuse of Property Rights or Equipment

- 29.1.2. the Contractor misuses or infringes any of the Property Rights or Authority's equipment or uses the same without the prior written consent of the Authority other than in the provision of the Services;

Event of Incapacity

- 29.1.3. the Contractor suffers an event of incapacity rendering the Contractor unable or potentially unable to carry out its obligations under the Contract and/or to meet any liability which may arise through the Contractor's negligence or breach of contract and for the purposes of this Clause 29, an "event of incapacity" shall include:

- (i) the appointment of a liquidator, insolvency within the meaning of relevant Legislation,
- (ii) having substantial distress attachment execution or other legal process levelled enforced, sued or threatened upon any of its property,
- (iii) the appointment of an administrator or receiver,
- (iv) the suspension of any publicly offered equities or
- (v) the freezing of substantial assets;

Default

- 29.1.4. more than 2 (two) Warning Notices are issued pursuant to Clause 28 (Defaults and Remedies); or

Change of Control

- 29.1.5. the circumstances set out in Clause 31.3 apply;

Termination under Public Contracts Regulations 2015

- 29.1.6. if any of the provisions of Regulation 73(1) of the Public Contracts Regulations 2015 apply.

Termination for offences under the Modern Slavery Legislation

- 29.1.7 for breaches of the Modern Slavery Legislation (as allowed for under Clause 53), including without limitation where an MSA Offence has been committed by the Contractor or its Staff, agents, or Subcontractors.

- 29.2. Where the Contract is terminated pursuant to Clause 29.1.6:

- 29.2.1. the Authority shall pay to the Contractor all sums lawfully due to the Contractor in consideration of its proper performance of the Services up until the date of termination. The Authority shall pay such sums upon receipt by it of a correct invoice for the same from the Contractor in accordance with the provisions and timescales set out in Clauses 3.5 to 3.7.

- 29.2.2. Save as set out in Clause 31, the Authority shall have no further liability to the Contractor, including in relation to any loss of profit of the Contractor.

Suspension of Services

- 29.3. The Authority, in its discretion but acting reasonably and taking into account the representations of the Contractor, shall be entitled to suspend, by notice in writing to the Contractor, part of the Services which it would otherwise be entitled to terminate pursuant to this Clause until such time as the Contractor is able to demonstrate that it is able to perform the Services to the Contract Standard without default.

- 29.4. During the period of suspension in accordance with Clause 29.3 the Authority shall be entitled to abate the Contract Price by such amount as is necessary for the Authority to perform the Services itself or to engage a third party to do so.

Successive remedies

- 29.5. The remedies of the Authority under this Clause may be exercised successively in respect of any one or more defaults by the Contractor.

30. PROCUREMENT CHALLENGE AND INEFFECTIVENESS

- 30.1. In the event that this Contract is subject to a bona fide and substantive legal challenge of any nature relating to the process by which the Contractor was awarded this Contract (a "Procurement Challenge"), then the Parties shall co-operate in good faith to determine the best way to mitigate the impact of the Procurement Challenge, which may include varying some or all of the Contract and/or terminating the Contract in whole or in part.

- 30.2. In the event that this Contract is declared ineffective by a court of competent jurisdiction then:

- 30.2.1. The Authority shall pay to the Contractor all sums lawfully due to the Contractor in consideration of its proper performance of the Services up until the date and time of the declaration of ineffectiveness. The Authority shall pay such sums upon receipt by it of a correct invoice for the same from the Contractor in accordance with the provisions and timescales set out in Clauses 3.5 to 3.7;

- 30.2.2. save as set out in Clause 32, the Authority shall have no further liability to the Contractor, including in relation to any loss of profit of the Contractor; and

- 30.2.3. Upon the making of a declaration of ineffectiveness the Contract shall be terminated and the provisions of Clause 32.2 shall apply.

- 30.3. For the purposes of Regulation 101(5) of the Public Contracts Regulations 2015, the Parties have agreed the inclusion of Clauses 30.1 to 30.3 in order to regulate their mutual rights and obligations in the event of a declaration of ineffectiveness being made. The Parties also agree that the operation of those Clauses shall provide the Contractor with sufficient restitution and compensation.

31. CHANGES TO THE CONTRACTOR

- 31.1. The Contractor shall immediately notify the Authority of any proposed changes to its corporate/group structure and any change in the identity of its parent company(ies) (a "Restructure").
- 31.2. In the event that the Contractor notifies the Authority of a Restructure which, in the Authority's opinion:
- 31.2.1. is to be made for purposes other than a bona-fide internal re-organisation; and/or
- 31.2.2. would fall outside the scope of Regulation 72(d)(ii) of the Public Contracts Regulations 2015,
- then the Authority shall have the right to object to the proposed Restructure.
- 31.3. In the event that the Restructure is to proceed despite the Authority's objection, the Contractor shall immediately notify the Authority and the Authority shall have the right to terminate the Contract without loss to the Authority or liability to the Contractor.

32. CONSEQUENCES OF EXPIRY OR TERMINATION

Continuation of Rights and Remedies

- 32.1. Termination of this Contract shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including:
- 32.1.1. the right to claim Losses in respect of any Default which existed at or before the date of Termination (whether such Default lead to Termination or otherwise); and/or
- 32.1.2. to recover any amount outstanding as at the date of Termination.

Contractor's obligations on Termination

- 32.2. Upon the Termination (for whatever reason) the Contractor shall:
- 32.2.1. forthwith cease to provide the Services;
- 32.2.2. cease to make use of the Property Rights in any way whatsoever;
- 32.2.3. within 7 (seven) calendar days of termination or, in the case of expiry of the Contract Period, no later than 3 (three) months prior to such expiry, submit to the Authority at the Contractor's own cost a comprehensive status report which shall be current as at the date of submission relating to the Services;
- 32.2.4. within 10 (ten) calendar days of Termination, at the Contractor's own cost, return to the Authority, or otherwise dispose of in accordance with the Authority's instructions, all and any:
- (i) documents and other information and materials relating to the Services;
 - (ii) Data (which data shall if necessary upon the Authority's request be transferred in compatible form on to such computer system as the Authority may request) (including back-ups); and

- (iii) other authority equipment and property and software belonging to the Authority which may be in the possession or under the control of the Contractor;
- 32.2.5. make good to the Authority any accounting discrepancy and/or loss or damage attributable to a Default by the Contractor, its Staff and Subcontractors; and
- 32.2.6. vacate the Authority Premises and the Designated Space.
- 32.3. In the event that the Contractor fails to comply with its obligations in Clause 32.2.4 the Authority shall be entitled to:
 - 32.3.1. recover possession of the items referred to in the said Clause and, for this purpose, the Contractor hereby grants to the Authority and its appointed agents a licence to enter onto any land or premises belonging to or under the control of the Contractor; and
 - 32.3.2. recover its reasonable costs incurred in connection with exercising its rights pursuant to Clause 32.3.1, such sum to be recoverable by the Authority from the Contractor as a debt.
- 32.4. [This Clause is not used]

Reconciliation of payments following Termination

- 32.5. Where the Contract is terminated for a reason set out in Clause 29.1, the Authority shall immediately cease to be under any obligation to make further payment to the Contractor until the Losses to the Authority resulting from or arising out of the Termination shall have been calculated, including the application of Clause (iii).
- 32.6. When the total Losses resulting from or arising out of such Termination as is referred to in Clause 32.5 have been calculated and deducted so far as practicable from any sum or sums which would but for Clause 32.5 have been due to the Contractor, any balance shown as due to the Authority shall be recoverable as a debt, or alternatively, the Authority shall pay to the Contractor any balance shown as due to the Contractor.

Effect of Partial Termination

- 32.7. If the Contract is determined in part, the Contract Price shall be adjusted to reflect fairly the Services which remain. For the avoidance of doubt the Contractor shall not be entitled to recover through the adjusted Contract Price any profit that, but for the Termination, would have accrued to the Contractor in respect of the terminated Services.

Continuation of Terms and obligations following Termination

- 32.8. Any provision of this Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Contract shall remain in full force and effect.
- 32.9. Subject as otherwise provided in the Contract neither Party shall have any further obligation to the other under the Contract.

Handover of Services following Termination

- 32.10. Without prejudice to the provisions of Schedule 5 (if applicable), prior to and at the end of the Contract Period the Contractor shall co-operate with the Authority and any replacement contractor nominated by the Authority ("New Contractor") in ensuring the smooth hand-over and continued running of the Services during such hand-over. In particular the Contractor shall, to the extent required by the Authority:

- 32.10.1. allow the Authority and any New Contractor reasonable right of access to the Contractor's and any Subcontractor's premises, systems, procedures and Staff, where appropriate; and
- 32.10.2. continue to make the Contractors IT System available to the Authority for as much time as is reasonably necessary for the Services to be transferred back to the Authority or to a third party and for the Data to be successfully migrated to the Authority's systems or the systems of a third party; and
- 32.10.3. give all such assistance as is reasonably required by the Authority to ensure a smooth, successful and seamless transition of the Services and conversion and migration of the Data.

33. FORCE MAJEURE

- 33.1. Except to the extent any emergency procedures are required as part of the Services, if either Party is unable to perform any obligation under the Contract because of a matter beyond that Party's reasonable control that arises from any of the following matters only:

- 33.1.1. explosion;
- 33.1.2. war;
- 33.1.3. strikes, riots and civil commotion not confined to the Staff;
- 33.1.4. actual or threatened terrorist attack;
- 33.1.5. unexpected or unforeseen acts of local or central government or other competent authorities (other than the Authority), but excluding any acts whose primary purpose is to effect the withdrawal of the United Kingdom from the European Union (which acts shall not be deemed to be Force Majeure Events);
- 33.1.6. radioactive contamination; or
- 33.1.7. floods constituting a major environmental disaster

("Force Majeure Events") that Party will have no liability to the other for that failure to perform save that the Authority shall be entitled, if the Force Majeure Event is also a Civil Emergency (as defined in Clause 35.5), to instruct the Contractor in accordance with Clause 35.3 (Civil Contingencies and Emergencies).

- 33.2. Notwithstanding the relief granted to the Parties by Clause 33.1 the Parties shall nevertheless use their best endeavours in any situation where they have invoked this Clause 33 to perform their relevant obligations as soon as possible and to overcome or mitigate the effect of any Force Majeure Event on the delivery of the Services. The Contractor shall immediately implement the Disaster Recovery and Business Continuity Plan in accordance with Clause 34 (Disaster Recovery and Business Continuity).
- 33.3. The Parties shall not be entitled to relief under Clause 33.1 in any circumstances where they have caused or substantially contributed to any failure in the performance of their obligations by any default on their part.
- 33.4. In order to obtain relief under this Clause 33 the Party claiming that Force Majeure Event has occurred shall send to the other Party written notice as soon as possible, but in any event within 5 (five) Working Days, of the first occurrence of the Force Majeure Event with full particulars thereof including:
 - 33.4.1. its date of first occurrence;
 - 33.4.2. the cause or event giving rise to it; and

- 33.4.3. its estimated duration.
- 33.5. The Party claiming the Force Majeure Event must notify the other immediately of the cessation of the Force Majeure Event.
- 33.6. For the avoidance of doubt, during the currency of any Force Majeure Event, the Authority shall only be obliged to pay for such of the Services (if any) as the Contractor provides.
- 33.7. Subject to Clause 33.8 if as a consequence of a Force Majeure Event a Party is prevented from complying with all or a substantial part of its obligations for a continuous period of more than 40 (forty) Working Days then either Party may serve a notice terminating the Contract for the Force Majeure Event and, neither Party shall be liable to the other for any Losses arising out of such Termination.
- 33.8. If the Force Majeure Event is also a Civil Emergency or the Authority acting reasonably deems it as such, the Authority shall be entitled to elect that Clause 33.7 shall not apply for a period or periods which it shall specify to the Contractor by notice in writing and that it shall instead be entitled to instruct the Contractor in accordance with Clause 35.3 (Civil Contingencies and Emergencies).
- 34. DISASTER RECOVERY AND BUSINESS CONTINUITY**
- 34.1. No more than 10 Working Days after the Commencement Date, the Contractor shall either:
- 34.1.1. update and augment the draft disaster recovery and business continuity plan included in its Tender; or
- 34.1.2. where the Contractor was not required to or did not include a draft disaster recovery and business continuity plan in its Tender, prepare a draft disaster recovery and business continuity plan
- and submit the same to the Authorised Officer.
- 34.2. Upon receipt of the draft disaster recovery and business continuity plan the Authorised Officer shall be entitled to propose amendments and/or additions. The Contractor shall forthwith amend the draft disaster recovery and business continuity plan to take into account any amendments and additions proposed, and any comments or suggestions made, by the Authorised Officer and re-submit the same for the Authorised Officer's approval (such approval not to be unreasonably withheld or delayed). Once approved, the draft disaster recovery and business continuity plan shall be the Disaster Recovery and Business Continuity Plan for the purposes of this Contract.
- 34.3. The Disaster Recovery and Business Continuity Plan shall be reviewed by the Contractor on each anniversary of the approval given by the Authorised Officer in accordance with Clause 34.2 and re-submitted to the Authorised Officer for approval in accordance with the provisions of Clause 34.1.
- 34.4. The Authority shall be entitled to test the procedures set out in the Disaster Recovery and Business Continuity Plan at least once every year should it so require and the Contractor shall co-operate fully with such testing.
- 34.5. If in either the opinion of the Authorised Officer (acting reasonably) or the Contractor a Disaster Event has occurred (for whatever reason) the Contractor shall immediately implement the Disaster Recovery and Business Continuity Plan.
- 34.6. Where the Contractor considers that a Disaster Event has occurred, it must notify the Authorised Officer of the same.

- 34.7. Any implementation by the Contractor of the Disaster Recovery and Business Continuity Plan shall be at its own cost and expense and any Losses incurred by the Contractor as a consequence of a Disaster Event shall be the sole responsibility of the Contractor.
- 34.8. The occurrence of a Disaster Event shall not relieve the Contractor of its obligation to deliver the Services to the Contract Standard unless it is also a Force Majeure Event when Clause 32 (Force Majeure) shall apply.
- 34.9. For the purposes of this Clause 34, "Disaster Event" shall mean any event or circumstance of whatever nature which, in the absence of the implementation of the Disaster Recovery and Business Continuity Plan, would seriously threaten the Contractor's ability to perform the Services to the Contract Standard.

35. CIVIL CONTINGENCIES AND EMERGENCIES

- 35.1. The Contractor acknowledges that, under the Civil Contingencies Act 2004, the Authority is obliged to ensure that its services (and therefore its contractors who are delivering services on its behalf) are able to operate effectively at all times in a way that meets the needs of the Authority's residents and addresses the needs of the workforce in the event of a Civil Emergency.
- 35.2. The Contractor shall ensure that it has appropriate plans and procedures in place to enable the continued operation of the Services during any Civil Emergency.
- 35.3. Without prejudice to any of the Contractor's other obligations under the Contract, if a Civil Emergency arises during the Contract Period the Authority may instruct the Contractor to use its best endeavours to procure that such additional or alternative services are undertaken by the Contractor as and when required by the Authority to assist the Authority in its response to the Civil Emergency.
- 35.4. The reasonable and proper costs incurred by the Contractor of any additional or alternative services provided to the Authority under Clause 35.3 shall be met by the Authority.
- 35.5. For the purposes of this Clause 35 "Civil Emergency" means a major incident, natural disaster or the presentation of a major risk any of which has the potential to cause:
- 35.5.1. death, injury or serious disruption to the everyday life of the Authority's customers and residents or other members of the public; or
 - 35.5.2. serious damage to property,
- and the prevention or mitigation of which may require a special mobilisation and co-ordination of:
- 35.5.3. the Authority's resources (which for this purpose shall include the resources of the Contractor); and/or
 - 35.5.4. the resources of the police, ambulance or fire services; and/or
 - 35.5.5. other local, regional or central government bodies, departments or agencies with an interest in the welfare of the public and the prevention of such harm and/or damage.

36. DISPUTE RESOLUTION

- 36.1. Unless the Contract has already been terminated (or suspended under Clause 29.3) the Contractor shall continue to provide the Services.

36.2. Any disagreement or dispute concerning this Contract shall be first referred to a meeting of the Authorised Officer for the Authority and the Contract Manager for the Contractor who shall enter into good faith negotiations to resolve the matter.

36.3. In the event that on the expiry of the period of 20 (twenty) Working Days from the date of the referral under Clause 36.2 or such longer period as the Parties may agree the dispute remains unresolved it shall be referred to:

a chief or deputy chief officer for the Authority (or a person nominated by a chief or deputy chief officer for the Authority) and a director for the Contractor (or a person nominated by a director of the Contractor);

Appointment of Mediator

36.4. In the event that a dispute remains unresolved following a referral under Clause 36.3 the Parties may agree for the dispute to be referred to a mediator appointed by the Centre for Effective Dispute Resolution ('Mediator').

36.5. The Mediator shall determine the rules and procedures by which the mediation shall be conducted save that:

36.5.1. each Party shall be entitled to make a written statement of its case to the Mediator prior to the commencement of the mediation provided that such statement shall be provided to the Mediator not less than 10 Working Days or such other period as may be agreed by the Mediator before the mediation is to commence; and

36.5.2. within 10 (ten) Working Days of the conclusion of the mediation the Mediator shall provide a written report to the Parties which report shall set out the nature of the dispute and the nature of its resolution if any.

36.6. The Mediator shall be entitled to be paid his reasonable fee which the Parties shall pay in equal shares.

Commencement of Litigation Procedures

36.7. Saving for emergencies, neither Party shall be entitled to commence litigation procedures until the completion of the mediation in accordance with this Clause 36.7. For the purposes of this Clause 36.7 emergencies shall include:

36.7.1. any matters which would cause either Party to be in breach of any statutory obligation or statutory duty;

36.7.2. any matters which would cause either Party to be liable to pay a fine, levy or other similar imposition;

36.7.3. any matter which could cause either Party to incur any liability to a third party under a contract between that Party and the third party;

36.7.4. any matters which would put at risk the health safety or welfare of any employee or agent of either Party or any employee or agent of any contractor of either Party or of members of the public generally;

36.7.5. any other matters which in the reasonable opinion of either Party are such as to require an urgent resolution.

37. COMPLAINTS

37.1. The Contractor shall:

37.1.1. respond promptly to Complaints received by the Contractor;

- 37.1.2. make and keep a record of all Complaints which:
 - (i) accurately reflects the complaint;
 - (ii) contains full details of the subject-matter, including the date, time, name, address and telephone number of the complainant; and
 - (iii) is made available to the Authorised Officer on request;
 - 37.1.3. report a Complaint to the Authorised Officer immediately where it has an implication for the safety of an individual or individuals; and
 - 37.1.4. without prejudice to its obligation to perform the Services to the Contract Standard, shall comply with any reasonable instruction given by an Authorised Officer to the Contractor in relation to a Complaint that has been investigated by an Authorised Officer.
- 37.2. For the purposes of this Clause 37 “Complaints” shall mean any claims or complaints (whether received in writing, by telephone or in person) which are in any way related way related to the Contract or the provision of Services by the Contractor and which are received by the Contractor from the Authority, directly from any member of the public, or from any other source.

38. PUBLICITY

- 38.1. The Contractor shall not:
- 38.1.1. make any press announcements, public statements, or otherwise publicise or release any information whatsoever about this Contract or the Services or the contents of any Contract Documents or anything relating or connected thereto in any way; or
 - 38.1.2. use the Authority’s name or brand in any promotion, public statement, marketing or announcement whatsoever,
- without the Authority’s prior written consent which consent it shall be absolutely entitled to withhold or make subject to such conditions as it may decide.

39. GUARANTEE

- 39.1. In the event that during the Contract Period the Contractor becomes a subsidiary company of another organisation or in the event that the parent company of the Contractor which has previously entered into the Guarantee with the Authority changes, the Contractor shall immediately procure that its ultimate parent company or its parent company with substantial UK assets shall promptly execute and provide to the Authority the Guarantee.

40. WAIVER

- 40.1. The failure or neglect by either Party, at any time, to:
- 40.1.1. enforce any term or provision of this Contract: or
 - 40.1.2. to exercise any right or remedy available to it under this Contract or at law, shall not:
 - 40.1.3. be construed or deemed to be a waiver thereof; or
 - 40.1.4. in any way affect the validity of the whole or any part of this Contract; or
 - 40.1.5. cause any diminution of the obligations established by this Contract.

41. ENTIRE CONTRACT

41.1. Subject to Clause 41.1.2:

41.1.1. This Contract constitutes the entire agreement and understanding between the Parties in relation to the subject matter hereof and supersedes all prior representations, arrangements, understandings, agreements, statements, or warranties (whether written or oral) relating to the same.

41.1.2. Each Party irrevocably and unconditionally waives any rights it may have to claim damages and/or to rescind this Contract for any misrepresentation or for breach of any warranty not contained in this Contract unless such misrepresentation or warranty was made fraudulently.

42. NO AGENCY PARTNERSHIP EMPLOYMENT OR TENANCY

42.1. Save as otherwise provided in this Contract or where a statutory provision otherwise requires, the Contractor shall not:

42.1.1. be, act or hold itself out as an agent of the Authority; nor

42.1.2. make any representations or give any warranties to third parties on behalf or in respect of the Authority; nor

42.1.3. bind or hold itself out as having authority or power to bind the Authority.

42.2. Nothing in this Contract shall create, or be deemed to create, a partnership or the relationship of employer and employee between the Parties nor any landlord and tenant relationship.

43. THIRD PARTY RIGHTS

43.1. Subject to Clause 43.2, and save where provisions are expressly stated to be directly enforceable by third parties, the Parties do not intend any term of this Contract to be enforceable by any third party nor to confer a benefit on any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

43.2. Where it is stated in the Invitation to Tender or elsewhere in the Contract Documents that the Authority is contracting on behalf of itself and any Other Borough then, such Other Borough(s) may enforce and shall have the benefit of any term of this Contract.

43.3. For the purposes of Clause 43.2 "Other Borough" shall mean any of the Royal Borough of Kensington and Chelsea, the London Borough of Hammersmith and Fulham and Westminster City Council where they are not parties to this Contract.

43.4. The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under this agreement are not subject to the consent of any other person.

44. NON-EXCLUSIVITY

44.1 For the avoidance of doubt this Contract shall not be exclusive. The Authority shall be entitled at any time during the Contract Period to carry out any part of the Services, or services of a similar nature, itself or to instruct or procure a third party to do so, without incurring any liability to the Contractor.

44.2 Where more than one Borough is a party to this Contract, each Borough shall be entitled at any time during the Contract Period to carry out any part of the Services, or services of a similar nature, itself or to instruct or procure a third party to do so, without incurring any liability to the Contractor.

- 44.3 For the purposes of Clause 44, “Borough” shall mean any of the Royal Borough of Kensington and Chelsea, the London Borough of Hammersmith and Fulham and Westminster City Council.

45. INCONSISTENCY

- 45.1. Subject to Clause 45.2, the Contract Documents shall be read and taken together. However, in the event of any inconsistency the following order of precedence shall apply:
- 45.1.1. these Conditions;
 - 45.1.2. the Specification;
 - 45.1.3. the instructions and conditions for tendering set out in the Invitation to Tender; and
 - 45.1.4. the Tender.
- 45.2. Where the Contractor has set any target, standard, bench-mark, method or service in its Tender which is higher, more thorough or more substantial than the Specification, the Tender shall prevail over the Specification but only to that extent.

46. AMENDMENTS

- 46.1. No amendment to the Contract shall be binding unless it is:
- 46.1.1. in writing and signed by the representatives of the Authority who are duly and specifically authorised for that purpose (being the head of the Authority’s in-house legal department unless the Contractor is notified otherwise) and of the Contractor and expressed to be for the purpose of such amendment; or
 - 46.1.2. made pursuant to the Variation procedure set out in Clause 47.

47. VARIATIONS

- 47.1. Subject to Clause 47.2 no Variation shall be effective unless:
- 47.1.1. it is recorded in writing and signed by the Authorised Officer and the Contract Manager;
 - 47.1.2. the substance of such Variation has first been approved in accordance with any applicable internal procedures or policies of each Party;
- and accordingly neither the Authority nor the Contractor shall implement a variation other than one which is in accordance with this Clause 47.1.

Authority Variations

- 47.2. The Authority may by notice in writing to the Contractor, from time to time, require minor and/or non-substantial changes to; the Services, the way the Services are provided or any of the Contract Documents such changes shall not be nor be considered to be a Variation to this Contract nor shall the Contract Price be affected thereby.
- 47.3. The Authority may propose a Variation by giving written notice to the Contractor (“the Authority Variation Notice”).
- 47.4. The Authority Variation Notice shall:
- 47.4.1. set out the Variation required in sufficient detail to enable the Contractor to calculate and provide an estimate of any adjustment to the Contract Price in accordance with Clause 47.6 below (the “Estimate”);

- 47.4.2. state the date on or by which the Authority wishes the Variation to be implemented.
- 47.5. The Authority shall consult with the Contractor with respect to the Variation, and the Contractor shall provide the Authority on or before the date falling 10 Working Days after the date of the Authority Variation Notice with a reasonable Estimate of the increase or reduction in the Contract Price (if any), or proposal of other changes to the terms set out herein, which it believes should occur as a result of the changes set out in the Authority Variation Notice.
- The Estimate**
- 47.6. The Estimate shall be accompanied by a reasonably detailed breakdown of the manner in which the Estimate is calculated together with any information which the Authority may reasonably require including breakdowns of price and supporting material for the purpose of satisfying the Authority that the proposed revised price is fair and reasonable.
- 47.7. To the extent it is possible to do so the Estimate shall be calculated:
- 47.7.1. using the rates and prices in the Tender (as they may have been revised in accordance with this Contract); or, where it is not possible to calculate the adjustment using such rates and prices;
- 47.7.2. based on rates and prices that represent the market price current at the date on which the Authority Variation Notice is issued.
- 47.8. The Estimate shall include a statement of the Contractor's opinion on:
- 47.8.1. any impact on the provision of the Services;
- 47.8.2. any amendment required to the Contract and/or any Contract Documents as a result of the change in the Services;
- 47.8.3. any capital expenditure that is required or no longer required as a result of the change in the Services.
- 47.9. As soon as practicable after the Authority receives the Estimate, the Parties shall discuss and attempt to agree the issues set out in the Estimate. In such discussions the Authority may:
- 47.9.1. agree the Estimate in which case the Variation shall be implemented in accordance with the Authority Variation Notice; or
- 47.9.2. modify the Authority Variation Notice in which case the Contractor shall as soon as practicable and in any event not more than 14 days after receipt of such modification, notify the Authority of any consequential changes to the Estimate.
- 47.10. If the Parties cannot agree on the effects and consequences of the Estimate then the dispute will be determined by the Mediator in accordance with Clause 36 (Dispute Resolution).
- 47.11. As soon as practicable after the effects and consequences of the Estimate have been agreed or otherwise determined pursuant to Clause 36 (Dispute Resolution) the Authority shall:
- 47.11.1. confirm in writing the Estimate (as modified) or;
- 47.11.2. withdraw the Authority Variation Notice;
- 47.12. If the Authority does not confirm in writing the Estimate (as it may have been modified) within 30 days of the Estimate being agreed in accordance with Clause 47.9 or determined pursuant to Clause 47.11 above then the Authority Variation Notice shall be deemed to have been withdrawn.

Contractor Variations

- 47.13. If the Contractor wishes to introduce a Variation to the Services it must serve a notice on the Authority ('the Contractor Variation Notice').
- 47.14. The Contractor Variation Notice must:
 - 47.14.1. set out the proposed Variation in sufficient detail to enable the Authority to evaluate it in full;
 - 47.14.2. specify the Contractor's reasons for proposing the Variation;
 - 47.14.3. request the Authority to consult with the Contractor with a view to deciding whether to agree to the Variation and, if so, what consequential changes the Authority requires as a result;
 - 47.14.4. include an Estimate in accordance with Clause 47.6
 - 47.14.5. indicate if there is any date by which a decision by the Authority is critical.
- 47.15. As soon as reasonably practicable after the Authority receives the Contractor Variation Notice the Parties shall meet to discuss the issues in such notice. During such discussions either Party may propose modifications to the proposed Variation.
- 47.16. If the Authority accepts the Contractor Variation Notice (with or without modification) the relevant Variation shall be implemented by any date specified in the Contractor Variation Notice or in the event that it is not practicable for any reason to implement the Variation by such date it shall be implemented by such other date as the Parties acting reasonably may agree.
- 47.17. If the Authority rejects the Contractor Variation Notice it shall not be obliged to give its reasons for such a rejection.
- 47.18. Unless the Authority's acceptance of the Contractor's proposed Variation specifically agrees to an increase in the Contract Price, there shall be no increase in the Contract Price as a result of a Variation proposed by the Contractor.
- 47.19. If the Variation proposed by the Contractor causes or will cause the Contractor's costs or those of a Subcontractor of its to decrease, there shall be a corresponding decrease in the Contract Price.
- 47.20. Neither Party shall be entitled to reject any Variation which has been proposed to enable the provision of the Services to conform to a change in law.

48. NOTICES

- 48.1. All notices under this Contract shall be in writing and shall be deemed duly given or made:
 - 48.1.1. 2 (two) Working Days after being sent by prepaid special delivery post or;
 - 48.1.2. when delivered by hand, and a signature acknowledging its receipt has been obtained or;
 - 48.1.3. when received in the case of a facsimile provided the relevant answer back is obtained.
- 48.2. In each case the notice must:
 - 48.2.1. refer to this Contract;
 - 48.2.2. be sent or delivered to the address set out in Clause 48.3; and

48.2.3. be marked for the attention of the appropriate officer, person or department as notified to the other Party in writing.

48.3. The addresses of each Party for the purposes of this Clause 48 are:

For the Authority:

[.....]

[.....Address.....]

[.....]

For the attention of

Telephone.....

Facsimile.....]

For the Contractor:

[.....]

[.....Address.....]

[.....]

For the attention of

Telephone

Facsimile.....]

48.4. Either party may change its address for service by notice as provided in this Clause 48.

48.5. Any notice served on a non-Working Day shall be deemed to be served on the following Working Day.

48.6. For the avoidance of doubt, electronic mail shall not constitute a valid form of notice.

49. ASSIGNMENT, SUBCONTRACTING AND NOVATION

49.1. The Contractor shall not:

49.1.1. assign, novate or otherwise dispose of any or all of its rights and obligations under this Contract

49.1.2. subcontract the whole or any part of its obligations under this Contract or change any previously approved Subcontractors

without the prior written consent of the Authority, such consent being in the Authority's sole and absolute discretion.

49.2. In the event that the Contractor enters into any Subcontract in connection with this Contract in accordance with Clause 49.1 above, the Contractor shall:

49.2.1. remain fully and solely responsible to the Authority for the performance of its obligations under the agreement, notwithstanding the appointment of any Subcontractor and be fully and solely responsible for any acts, omissions, defaults or neglects of any Subcontractor;

- 49.2.2. impose obligations on its Subcontractor in the same terms as those imposed on it pursuant to this Contract and shall procure that the Subcontractor complies with such terms;
 - 49.2.3. promptly provide a copy, at no charge to the Authority, of any such Subcontract (as executed by the Contractor and the relevant Subcontractor) on receipt of a request for such by the Authority's Authorised Officer; and
 - 49.2.4. not later than the Commencement Date, or, where later, the date on which a Subcontractor is appointed in accordance with the provisions of this Clause 49, provide the Authority with the name, contact details and legal representatives of any Subcontractor and shall promptly provide any updates, changes or additions (to include details of any new Subcontractor) to such information.
- 49.3. The Authority shall be entitled to assign, novate or otherwise dispose of its rights and obligations under this Contract or any part thereof provided that any such assignment, novation or other disposal shall not increase the burden of the Contractor's obligations under this Contract. This Clause 49.3 shall stand as the Contractor's consent to the assignment of the benefit, burden or whole contract by the Authority.
- 49.4. Provided that the Authority has given prior written consent, the Contractor shall be entitled to novate the Contract where:
- 49.4.1. the specific change in contractor was provided for in the procurement process for the award of this Contract; or
 - 49.4.2. there has been a universal or partial succession into the position of the Contractor, following a corporate restructuring, including takeover, merger, acquisition or insolvency, by another economic operator that meets the criteria for qualitative selection applied in the procurement process for the award of this agreement.

50. SEVERANCE

If one or more of the provisions of this Contract are to any extent invalid or unenforceable under any applicable law, the remainder of this Contract shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by applicable law. The invalid provision shall be deemed replaced by that legally valid provision which most closely approximates the economic intent of the invalid provision.

51. LAW AND JURISDICTION

This Contract and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by, and construed in accordance with, the laws of England and the Parties hereby irrevocably submit to the exclusive jurisdiction of the courts of England.

52 PREVENT DUTY

- 52.1 The Contractor shall ensure that it, its Staff and Subcontractors comply and assist the Council to comply with the Prevent Duty applicable to the Authority and adhere to all guidance issued from time to time by the Secretary of State in relation to the Prevent Duty;
- 52.3 The Contractor shall ensure that Staff attend appropriate training in relation to the Prevent Duty both within their own organisation and that provided by the Authority.
- 52.4 The Contractor shall ensure that concerns are escalated and managed within the organisation, and, where appropriate, referred to the Authority.
- 52.5 Where so requested by the Authority, the Contractor shall within ten (10) Working Days provide to the Authority written evidence of its compliance with the Prevent Duty.

- 52.6 Failure to comply with this Clause shall entitle the Authority to invoke the Default provisions as set out in Clause 28 of this Contract.

53 MODERN SLAVERY

- 53.1 The Contractor shall (and shall ensure that it, its Staff and Subcontractors shall) comply with the Modern Slavery Legislation.
- 53.2 The Contractor shall not (and shall require that its Staff and Subcontractors shall not) engage in any MSA Offence. If the Contractor becomes aware of or has a reasonable suspicion of a breach of this Clause 53.2, it shall immediately notify the Authority, whereupon the Authority shall be entitled at its absolute discretion to do any or all of the following:
- 53.2.1 inform the police and other relevant agencies or bodies, including without limitation the Secretary of State pursuant to section 52 of the Modern Slavery Act 2015 (whereupon the Contractor shall at the Authority's request respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to access any documents which led the Contractor to make the notification described in Clause 53.2);
- 53.2.2 terminate this Contract with notice having immediate effect; and/or
- 54A.2.3 require the Contractor to remove any Subcontractor or Staff member suspected or known to have committed an MSA Offence from the performance of the Services.
- 53.3 Where required by section 54 of the Modern Slavery Act 2015, the Contractor shall complete a slavery and human trafficking statement for each financial year setting out the steps that it has taken to ensure that there is no slavery or human trafficking in its business or supply chains.
- 53.4 The Contractor acknowledges, understands, and accepts that the Authority is subject to the requirements of section 52 of the Modern Slavery Act 2015 (as amended) and, where so requested by the Authority, shall assist and co-operate with the Authority at its own expense in order to enable Authority to comply with such requirements.

54 SPECIAL CONDITIONS

The following Special Conditions apply:

- 54.1 The Authority requires the ability to include additional sites for building and security services when the residents request for the Services to be provided on their estates.
- 54.1.1 Where a request has been made there will be a review of the performance and capacity with the Contractor, and the Contractor will be fully apprised of the proposal, consultation, and outcome.
- 54.1.2 The additional sites will be added to the contract on the same terms and conditions and hourly rate.
- 54.2 Where the Concierge Station is not currently available and will be built for the specific purpose of delivering the Contract the Authority will give the Contractor three (3) weeks' notice of its opening.
- 54.3 In the case of Adair and Hazelwood Tower the Contractor will be required to be based at Trellick Tower until such time notice of opening is served on the Contractor in respect of the relevant Concierge station. When Adair and Hazelwood Towers concierge station opens, the Contractor's officers/staff will be based there eight (8) hours a day and will be based at the Trellick Tower concierge station for sixteen (16) hours a day. Any additional increase in hours will be confirmed by the Authority in writing, in advance, as and when required.

54.4 The Authority will be given access to the Timegate Workforce Management System or equivalent for the Contract Period.

[Sealing/signing clauses]

SCHEDULE 1**SERVICES SPECIFICATIONS**

The Services Specifications will be inserted in this Schedule 1.

SCHEDULE 2 BOND AND PARENT COMPANY GUARANTEE

Part 1 – Bond and Bond Undertaking

Part 2 – Parent Company Guarantee and Undertaking

SCHEDULE 3**AUTHORITY GUIDELINES****ASSIGNMENT INSTRUCTIONS FOR EACH ESTATE**

These Authority Guidelines for each Estate shall be subject to minor and/or non-substantial changes in accordance with clause 47.2.

SCHEDULE 4 DESIGNATED SPACE

- (1) WORLD'S END STATE**
- (2) TRELICK TOWER**
- (3) HAZELWOOD TOWER**
- (4) ADAIR TOWER**
- (5) SILCHESTER TOWER**

LICENCE TO USE DESIGNATED SPACE

- 1.1 The Authority grants to the Contractor a licence to use the Designated Space solely in connection with the provision of the Services ("the Licence").
- 1.2 The Licence shall commence on the Commencement Date and shall run until the Contract is determined.
- 1.3 The Contractor undertakes with the Authority to use the Designated Space in a reasonable and proper manner and not to cause nor permit any damage to the Designated Space.
- 1.4 At the termination of the Licence, the Contractor shall leave the Designated Space in at least as good a condition as at the commencement of the Licence and otherwise clean and tidy.
- 1.5 The Authority and the Contractor agree that it is not the intention of either Party to create between them the relationship of landlord and tenant.
- 1.6 Possession and control of the Designated Space shall at all times remain vested in the Authority and the Contractor shall not have any estate or interest in it or any part of it.
- 1.7 The Contractor shall not at any time be entitled to use the Designated Space to the exclusion of the Authority or any others from time to time entitled to use it and in particular the Authority and others authorised by it shall with reasonable prior notice (except in the case of an emergency) have the right to enter the Designated Space at any time and for any reason.
- 1.8 The Licence is personal to the Contractor and the Contractor shall not (and shall have no power to) authorise any other person except its Staff to use the Designated Space.
- 1.9 [The Contractor shall be entitled to occupy the Authority Premises subject to and in accordance with the terms of the Lease.]
- 1.10 In the event that this Contract is terminated for any reason or upon its expiry the Contractor shall immediately upon such termination or expiry vacate the Premises.]

SCHEDULE 5 TUPE AND RELATED MATTERS

The TUPE Schedule including the TUPE Deed of Undertaking and Agreement and all TUPE related information will be inserted in this Schedule 5.

SCHEDULE 6

CRITICAL DEFAULTS/DEFAULT SUMS

SCHEDULE 7

SCHEDULE NOT USED

SCHEDULE 8**COUNCIL POLICIES**

The relevant Council policies will be inserted in this Schedule 8.

SCHEDULE 9**CONTRACTOR'S TENDER**

The Successful Tenderer's tender submission (i.e., Qualification, Quality and Price components) along with any submitted Tender Forms and any Clarification Bulletins issued as part of the tender process will be inserted in this Schedule 9.

SCHEDULE 10**PROCESSING, PERSONAL DATA AND DATA SUBJECTS**

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

Description	Details
Subject matter of the processing	The processing involves passing contact details of residents, staff, and visitors (i.e., names, addresses, email addresses and telephone numbers) to the Contractor for them to provide security services on the five (5) named estates to enable them to undertake day to day duties to provide a security and concierge services relating to the housing management service.
Duration of the processing	For the duration of the contract
Nature and purposes of the processing	<p>The purpose of the processing is to support residents to deal with urgent and day to day matters in their homes or on their estates. Details of the issues being reported by residents will be monitored and passed on for Council Officers to deal with as agreed in the assignment instructions.</p> <p>Personal data will be transmitted via secure encrypted emails or via telephone.</p> <p>All personal data will be stored securely by the Contractor in line with the external certification.</p>
Type of Personal Data	Personal data includes name, address, email address, telephone numbers, special characteristics, and any known special communication requirements of residents. This will be sent through a secure online system.
Categories of Data Subject	Relevant Council leaseholders, tenants, visitors, and staff (and those acting on behalf of the aforementioned).
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	The data will be retained for the duration of the contract and will then be destroyed.