



CONTRACT

Between

The Mayor and Burgesses of the London Borough of Lambeth

And

[PROVIDER]

THE CONTRACT

The Contract shall comprise the following:

A. The Conditions of Contract comprising:

- 1 Appointment
- 2 Definitions and Interpretations
- 3 Contract Term
- 4 The Service Provider's obligations
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- 6 The Council's obligations
- 7 The Council's Authorised Officer
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- 35 Joint and Several
- 36 Assignment and Sub-Contracting
- 37 Third Parties
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B. Schedules to the Contract comprising:

- | | |
|-------------------|---|
| Schedule 1 | The Service Specification |
| Schedule 2 | Contact details |
| Schedule 3 | Pricing Document and Payment Terms |

CONTRACT FOR PROVISION OF [X] SERVICES

THIS CONTRACT is made the

BETWEEN

- (1) **PROVIDER** whose address for service within the jurisdiction of the courts of (England and Wales) is **xx** ('the Service Provider')

AND

- (2) The Mayor and Burgesses of the London Borough of Lambeth, Lambeth Town Hall, Brixton Hill, London SW2 1RW ('the Council')

1 Appointment

- 1.1 The Council wishes to commission the Service Provider to provide an arboricultural advice service to the Council's Development Management team with the Conditions of Contract, the Service Specification, Schedules and Appendices herewith.

(CONDITIONS OF CONTRACT)

2 Definitions & Interpretations

2.1 Definitions

Authorised Officer means	xx whose contact details are listed in Schedule 2, or any person whose name has been notified in writing by or on behalf of the Council to the Service Provider in accordance with Clause 7
Commencement Date	shall be the date the Service Provider first delivers the Services to the Council
Contract	means the Contract entered into by the Council and the Service Provider embodied in the Conditions of Contract and the Contract Documents
Contract Documents	mean the Terms and Conditions of Contract, the tender documents any submissions made by the Service Provider together with the Schedules and any appendices
Contract Standard	means such standards as complies in each and every respect with all relevant provisions of the Contract Documents and where to the extent that no criteria are stated in the Contract the standard is to be to the entire satisfaction of the Authorised Officer and in any event to the following standards: <ul style="list-style-type: none">▪ in a good, safe and efficient manner in accordance with good practice and highest professional standards

- in accordance with all relevant provisions of the Contract Documents
- in accordance with all applicable statutes, statutory instruments, rules, regulations and bye-laws
- in a manner which shall not cause the image and reputation of the Council to be diminished in any way
- in accordance with all applicable standards including the British Standards Institute and equivalent EC standards

Council	means the Council of the Mayor and Burgesses of the London Borough of Lambeth, Lambeth Town Hall, Brixton Hill, London SW2 1RW
Force majeure	means: <ul style="list-style-type: none"> • acts of war • acts of God • decrees of Government • riots • civil commotion; and • any event or circumstance beyond the control of, or unpreventable by, the affected party other than any labour dispute between the Service Provider and his staff or the failure to provide the Services by any of the Service Provider's sub-contractors
Instruction	means a written order to provide the Services or any part thereof as described therein
Personal Data	means data within the meaning of the Data Protection Act 1998
Pricing Document	means the rates and prices submitted by the Service Provider for the provision of the Services as set out in Schedule 3
Schedules	mean the Schedules and appendices attached to these Conditions
Services	means the works and Services required to provide the outcomes set out in the Specification at Schedule 1 and which are to be delivered by the Service Provider
Service Provider	has the same meaning as means [Provider] and its staff, agents and sub-contractors
Service Provider's Representative	means the person who is to represent the Service Provider appointed pursuant to Clause 5.1, whose contact details are listed in Schedule 2

Term means the period the Services shall be provided by the Service Provider from the Commencement of the Services to the completion of all work required under the Contract.

Variation has the meaning ascribed to it in Clause 21

2.1 Interpretation

- a. Words in the singular include the plural and vice versa;
- b. Words in the masculine include words in the feminine and vice versa
- c. Words importing individuals shall be treated as importing corporations and vice versa;
- d. Headings are for ease of reference only and shall not affect the construction of the Contract; and
- e. Reference to any enactment, order, regulation or other similar instrument shall be construed as a reference to such enactment, order, regulation or instrument as amended or re-enacted by any subsequent enactment, order, regulation or instrument.

3 Contract Term

3.1 This means the period from **xx to xx** unless terminated in accordance with Clause 14 of this agreement.

3.2 The Parties may by agreement extend the Contract Term by up to one year.

3.3 The Council may terminate this Contract early on no less than 3 months' written notice, in which case it will not be liable to pay the full contract sum, or any sum other than that due for Services rendered.

3.4 The Council may terminate this Contract where any of the grounds listed in Regulation 73(1) of the Public Contracts Regulations 2015, in the reasonable belief of the Authorised Officer, apply to this Contract. In such circumstances the Council may give reasonable notice, and the Parties agree and acknowledge that 60 days' notice in writing will constitute reasonable notice.

3.5 This Contract does not constitute an exclusive agreement between the parties and the Council shall be entitled to employ other persons to provide similar Services.

3.6 The Council gives no guarantee and accepts no liability in respect of the volume or value of work that will be instructed during the term of the contract.

4 The Service Provider's obligations

4.1 During the Term the Service Provider shall devote such of his time attention and abilities to the provision of the Services as required by this Contract.

4.2 The Service Provider shall comply with the reasonable direction of the Authorised Officer and use his best endeavours to provide the Service

4.3 The Service Provider shall at all times comply with the requirements of the Health and Safety at Work, etc. Act. 1974, the Management of Health and Safety at Work Regulations 1992 (including the provision by the Service Provider of a copy of its risk assessment under these Regulations when requested by the Council), and of other Acts, Regulations, Orders or rules of law pertaining to health and safety. The Service

Provider shall also ensure the health and safety of members of the public, the Council's servants, agents and contractors

- 4.4 Except for any intellectual property which the Specification specifies will vest in the Council, the Service Provider shall own the copyright in all intellectual property that arises or is obtained by or developed by the Service Provider in respect of, or in the course of, or in connection with, the Services (or, where the term is used, the Project). The Service Provider hereby grants to the Council a royalty-free licence in perpetuity to use and reproduce the Intellectual Property Right Work for all purposes relating to the Services (or Project). The Council shall also be entitled to grant sub-licences to others. If requested by the Council, the Service Provider shall deliver to the Council all documents produced under the Contract. The Service Provider shall be entitled to retain a copy of all the documents as required by its insurers. The Service Provider shall indemnify the Council against all costs and damages associated with infringements of intellectual property rights in relation to the Services provided by the Service Provider.
- 4.5 The Service Provider shall, at all times during the Term, assign to the Services the sufficient, qualified and experienced servants and agents to ensure that the Services are provided in accordance with the Contract Standard.
- 4.6 The Service Provider shall include in any sub-contract which it awards in connection with the Services an obligation to pay the sub-contractor in the manner prescribed by Regulation 113(2)(c) of the Public Contracts Regulations 2015.
- 4.7 The Service Provider shall as may be necessary or desirable co-operate, liaise with and co-ordinate its activities with those of any other Service Provider or sub-Contractor employed directly or indirectly by the Council and shall provide the Services in harmony with and at no detriment to any other service provided by or on behalf of or to the Council. If the Service Provider or its servants or agents default in complying with this Condition then any consequent costs, expenses, liabilities or damages incurred by the Council, may be deducted from any sums due or to become due to the Service Provider under this Contract or shall be recoverable from the Service Provider by the Council as a debt.
- 4.8 The Service Provider, upon the formation of the Contract and at all times throughout the Contract Term, warrants and represents to and undertakes with the Council in the terms set out in its proposal.

5 The Service Provider's Representative

- 5.1 The Service Provider shall appoint a senior person as a representative empowered to act on behalf of the Service Provider for all purposes connected with the Contract. Such appointment or any further appointment shall be subject to the approval of the Council. The Service Provider's Representative shall not be replaced without the prior written approval of the Council, such approval not to be unreasonably withheld. Any notice, information, Instruction or other communication given to the Service Provider's Representative shall be deemed to have been given to the Service Provider.
- 5.2 The Service Provider shall forthwith give notice in writing to the Authorised Officer of the identity, address and telephone numbers of any person authorised to act for any period as deputy for the Service Provider's Representative and when such deputy ceases to be so authorised.

- 5.3 The Service Provider shall ensure that the Service Provider's Representative, or a competent deputy authorised by the Service Provider, is present at all work-places of the Service Provider, where work in connection with the Services is being carried out, and available to meet the Authorised Officer or representatives at all reasonable times.

6 The Council's obligations

- 6.1 In consideration of the services rendered by the Service Provider under this Contract the Council shall pay the Service Provider in accordance with Schedule 3.
- 6.2 It is a condition of this Contract that the Council shall pay all properly presented valid invoices within 30 days of validation by the Council, such validation to be completed within 14 days of presentation.
- 6.3 The Council shall provide clear and accurate instructions to the Service Provider and shall take all reasonable measures to assist the Service Provider to provide the Services to the Contract Standard.

7 The Council's Authorised Officer

- 7.1 The Authorised Officer shall be the person defined in this Contract and named in Schedule 2 or such other person nominated in writing by the Council from time to time to act in the name of the Council for the purposes of the Contract.
- 7.2 The Authorised Officer shall have power to issue instructions to the Service Provider on any matter relating to the provision of the Services, and the Service Provider shall comply therewith.
- 7.3 From time to time the Authorised Officer may appoint one or more representatives to act for him/her generally or for specified purposes or periods.
- 7.4 If any clarification of the powers and duties of individual officers is required by the Service Provider then this shall be sought in writing from the Authorised Officer.

8 VAT

- 8.1 All sums payable under this Contract unless otherwise stated are exclusive of VAT and other duties or taxes

9 Confidentiality

- 9.1 The Service Provider shall not at any time during or after the Term divulge or allow to be divulged to any person any confidential information relating to the functions or affairs of the Council to a third person.

10 Indemnity

- 10.1 The Service Provider shall indemnify and keep indemnified the Council from and against any and all loss, damage or liability (whether criminal or civil) suffered and legal fees and costs incurred by the Council resulting from a breach of this Contract by the Service Provider including:
- (a) any act, neglect or default of the Service Provider or its servants or agents; and
 - (b) breaches in respect of any matter arising from the supply of the Services resulting in any successful claim by any third party.

10.2 Neither party shall be liable to the other party for the death of or injury to the other party or its servants or agents or loss or damage to the other's tangible property except to the extent that they cannot exclude or limit liability in law.

10.3 The Council shall not be liable for any consequential losses including but not exclusively, loss of profit, earning, income, business, goodwill, savings opportunities, reputation or associated costs to the Service Provider howsoever caused.

11 Insurance

11.1 The Service Provider shall maintain at its own cost policies of insurance to cover its liability in respect of any act or default for which it may become liable to indemnify the Council under the terms of this Contract in the following minimum sums:

- (a) Employers' liability of £5,000,000 (five million)
- (b) Public liability of £5,000,000 (five million)
- (c) Professional indemnity of £2,000,000 (2 million)

11.2 The Service Provider warrants and represents that it has the insurances required by Clause 11.1. If the Authorised Officer demands it, the Service Provider shall provide evidence that it has the insurances, which may be by broker's letter.

12 Conflict of Interest

12.1 Upon becoming aware of any possible conflict of interest that may arise between the interest of the Council and any other of the Service Provider's client, the Service Provider shall notify the Authorised Officer immediately and shall take all reasonable steps to remove or avoid the cause of any such conflict to the satisfaction of the Authorised Officer.

13 Monitoring of the Contract

13.1 If the Authorised Officer requires it, the Council and the Service Provider shall together complete an initial Contract Implementation Review Form 90 days after the Commencement Date and at reasonable intervals thereafter.

13.2 Each review shall test the provision of the Services against the Key Performance Indicators. Any failure to achieve the Key Performance Indicators shall be regarded as a Default. The Key Performance Indicators shall be formed by agreement between the Service Provider and the Council based on the Contract Documents.

13.3 To the extent reasonably necessary to monitor the provision of the Services, the Authorised Officer shall have the right, on reasonable notice, to access and inspect the Service Provider's work places, records and documents, technology, resources, systems, and procedures, and to interview any of the Service Provider's servants or agents, but the Authorised Officer shall not exercise any such right/s unreasonably, disproportionately or vexatiously, and has no right to inspect any legally privileged or Service Provider client personal data without the client's explicit consent.

13.4 The Service Provider shall as soon as reasonably practicable provide the Authorised Officer with any information relating to the carrying out of the Services which the Authorised Officer may reasonably request.

14 Termination

- 14.1 Unless otherwise agreed by the parties or terminated pursuant to any of the following provisions, the Contract shall expire at the end of the term specified in Clause 3.1 of this Contract.
- 14.2 The Council may terminate the Contract under and in accordance with Clauses 3.2 and 3.3 in which case the notice provisions set out in those provisions shall apply.
- 14.3 The Council may terminate the Contract forthwith if:
- (a) It is of the reasonable opinion that the Service Provider has failed to perform the Services specified in the Contract or has failed to do so to the Contract Standard and that such failure is incapable of remedy.
 - (b) The Service Provider has failed to remedy a failure to perform the Services or has failed to remedy a failure to provide the Service to the Contract Standard including the standard required by the Schedules or these conditions of Contract in the time required to remedy such failure as expressed in writing to the Service Provider.
 - (c) If the Services have not been provided at the time set out in the Schedules, and the Authorised Officer reasonably considers either that time is of the essence or that the nature of the Services justifies termination without affording the Service Provider an opportunity to remedy its default.
 - (d) The Service Provider or any employee of the Service Provider or any person acting on behalf of the Service Provider has:
 - I. given any fee or reward the receipt of which is an offence under sub-section (2) of Section 117 of the Local Government Act 1972;
 - II. at any time during the tendering process (i.e. from the date of the publication of the notice seeking expressions of interest to the date of the award of the Contract), directly or indirectly canvassed any member or official of the Council concerning the acceptance of any proposal in respect of the Contract;
 - III. directly or indirectly obtained or attempted to obtain information from any member or official of the Council concerning any other proposal submitted by any other person in respect of the formation of the Contract;
 - IV. committed, or attempted to commit, or failed to prevent, any offence under, but not limited to, the Acts of Parliament listed in Clause 19.2.
 - (e) The Service Provider compounds or arranges with his creditors whilst insolvent or is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986.
 - (f) A mortgagor takes possession of the whole or a substantial part of the Service Provider's property or assets or an administrator is appointed to the same.
 - (g) An order is made, or a resolution passed, for the winding up of the Service Provider.

15 Termination consequences

- 15.1 In the event of the Contract being terminated for any of the reasons contained in Clause 14.3 above (i.e. for fault) the Council will:

- (a) cease to be under any obligation to make further payment until the costs, loss and/or damage resulting from or arising out of the termination of the Service Provider's engagement shall have been calculated; and
 - (b) be entitled to employ and pay other persons to provide and complete the provision of the Services or any part thereof; and
 - (c) be entitled to deduct from any sum or sums that would but for this Clause 15 have been due from the Council to the Service Provider under this Contract or any other contract or agreement, or be entitled to recover the same from the Service Provider as a debt, together with any consequent loss or damage to the Council. Such loss or damage will include the reasonable costs to the Council of the time spent by its officers in terminating the Contract, and in making alternative arrangements for the provision of the Services or any part thereof; and
 - (d) calculate the cost of any loss and/or damage and other costs arising from the Council's termination of the Contract and deduct the same from any sum or sums, which may otherwise be due to the Service Provider. The Council will pay to the Service Provider any balance shown as due to the Service Provider or if appropriate will recover any balance shown due to the Council as debt.
- 15.2 The rights of the Council under this Clause 15 are in addition to and without prejudice to any other rights the Council may have against the Service Provider.
- 15.3 The termination of the Contract, howsoever arising, will be without prejudice to any rights or obligations theretofore accrued or to any provisions which are expressed to be performed after or to survive the termination of this Contract.
- 16 Delivery up of documents on termination**
- 16.1 The Service Provider or his personal representative shall upon the termination of his engagement immediately deliver up to the Council all correspondence documents specification papers and property belonging to the Council which may be in his possession or under his control
- 17 Transfer of Undertaking of Protection of Employment [TUPE]**
- 17.1 Not used.
- 18 Force Majeure**
- 18.1 If either party fails to carry out their respective obligations under this Contract as a result of force majeure then that party shall not be liable under this Contract for such failure provided the affected party shall have given the other notice that such failure is the result of force majeure within 10 days of such failure occurring.
- 18.2 If an event of force majeure occurs then the Council and the Service Provider shall meet to discuss how best to continue to provide the Services until the force majeure event ceases, which may include the Council providing the Service Provider with assistance, where possible.
- 19 Status of the Service Provider**
- 19.1 During the Term the Service Provider shall be an independent Service Provider and not an employee of the Council and the Service Provider must not represent to anyone, nor allow any of his employees or agents to represent to anyone, that they are agents or servants of the Council.

- 19.2 In such capacity the Service Provider shall bear exclusive responsibility for the payment of his national insurance contributions as a self-employed person and for discharge of any income tax and VAT liability arising out of remuneration for his work performed by him under this Contract.

20 Anti-fraud and Corruption

- 20.1 It is the duty of the Service Provider to be aware of the Council's policies and codes of conduct to combat fraud and corruption perpetuated by employees abusing their position and by others who may attempt to obtain the Council's assets or services to which they are not entitled. In this respect the Service Provider should seek advice from the Chief Internal Auditor, Olive Morris House, Brixton Hill London SW2 1RW.

- 20.2 The Service Provider shall maintain adequate procedures in place to prevent fraud, bribery, money-laundering and corruption in line with legislation including, but not limited to, the Public Bodies Corrupt Practices Act 1889, the Prevention of Corruption Acts 1906 – 1916, the Terrorism Act 2000, the Proceeds of Crime Act 2002, the Money Laundering Regulations 2007, and the Bribery Act 2010.

- 20.3 The Service Provider shall maintain adequate procedures, policies and rules on corporate entertainment and gifts, and shall ensure that its staff receives training in relation to those policies and rules.

- 20.4 The Service Provider shall comply with the conditions of employing foreign nationals under the Asylum and Nationality Act 2006 and any succeeding or replacement legislation.

21 Variations

- 21.1 A variation to this Contract (including to the scope and nature of the Services) shall only be valid if it has been agreed in writing and signed by both parties.
- 21.2 The Service Provider shall not make a variation or supply work not specified without the written authority of the Authorised Officer.

22 Data Protection and Freedom of Information

- 22.1 The Service Provider warrants that it will lawfully process in accordance with the provisions of the Data Protection Act 1998 (DPA) any Personal Data that it has or shall obtain under this Contract.

- 22.2 In relation to personal data provided by the Council to the Service Provider the Council is the Data Controller of the personal data and the Service Provider is the Data Processor of the personal data and the Service Provider, its servants and sub-contractors shall at all times comply with the instructions of the Council and in accordance with the law. In particular the Service Provider:

- (a) Shall only undertake processing of Personal Data reasonably required in connection with the services provided under this Contract and shall not transfer or disclose any Personal Data to any third party other than to the extent required under a court order or by law.
- (b) Shall use all reasonable endeavours to ensure that its relevant sub-contractors comply with this Clause 22. The Service Provider shall be entirely responsible for the compliance of its sub-contractors to this clause.

- (c) Shall bring into effect and maintain all reasonable technical and organisational measures necessary to prevent unauthorised or unlawful processing of Personal Data and accidental loss or destruction or damage to Personal Data, and
 - (d) Shall ensure that any Personal Data it obtains and provides to the Council has been lawfully obtained and complies with the DPA and that the use thereof in accordance with this Contract shall not breach any of the provisions of the DPA.
 - (e) Upon notice that the Council is required to provide information to a data subject under the DPA, or other information requested under the Freedom of Information Act 2000 (FOIA) held or under control of the Service Provider, the Service Provider warrants to use all reasonable endeavours to help the Council meet its obligations under the Acts.
 - (f) The Service Provider shall take reasonable precautions (having regard to the nature of its obligations under this Contract) to preserve the integrity of any Personal Data.
 - (g) On termination of this Contract for any reason the Service Provider shall immediately cease all processing of the Personal Data and shall return to the Council in a format specified by the Council (or destroy as the Council may request in its discretion) all Personal Data processed by it on the Council's behalf.
- 22.3 The Service Provider must not transfer or permit to be transferred outside of the European Union (which for purposes of this Clause 22.3 includes the United Kingdom even if the United Kingdom is no longer part of the European Union) unless such a transfer is permitted in European and domestic law.
- 22.4 Upon demand the Service Provider shall promptly enter into an agreement including by way of variation of this Contract which will comply with all relevant provisions of the General Data Protection Regulation including without limitation safeguards of Personal Data and enforceability by individuals of their rights and remedies. Any such variation will constitute a Variation under Clause 21. Any such variation will constitute a Variation under Clause 21.
- 22.5 Each Party shall indemnify and hold harmless the other party against any loss or damage which that other party may sustain or incur as a result of any breach by the first party of the provisions of this Clause 22 (in the case of the Service Provider) and of any actionable breach of the Data Protection Act (in the case of either party).
- 22.6 The Council has a number of obligations under the Freedom of Information Act 2000 to provide information of its functions where a person has made a request, unless the Freedom of Information Act 2000 exempts the requested information from such provision. The Service Provider and his Sub-Contractors shall co-operate with the Council in respect of any request affecting or related to the provision of the Services by among other things providing written responses to requests as required by the Authorised Officer.
- 23 Equal Opportunities**
- 23.1 The Service Provider shall use all reasonable endeavours to comply with all statutory provisions, statutory instruments, rules, regulations and bye-laws relating to equality and discrimination including, but not limited to, the Equality Act 2010 ('the Act') and

shall take all reasonable steps to ensure that its employees or agents do not discriminate against any person because of any Protected Characteristic within the meaning of the Act.

23.2 In the event that any finding of unlawful discrimination by the Service Provider during the Contract Period, or of an adverse finding in any formal investigation, the Service Provider shall inform the Council of this finding and the steps it proposes to take to prevent repetition of the unlawful discrimination.

23.3 The Service Provider shall provide such information as the Council may reasonably request for the purpose of assessing the Service Provider's compliance with this Clause 23.

24 Policy documents

24.1 The Service Provider shall ensure that its staff are fully conversant with and abides by all of the Council's policies which are relevant to the performance of the Services and which have been brought to its attention.

25 Disclosure and Barring Service / Criminal Records

25.1 The Service Provider warrants that he is a fit and proper person to undertake the Services

25.2 The Service Provider warrants that where the Services require the Service Provider to come into regular contact with vulnerable adults, its staff and sub-contractors will have undergone appropriate checks with the Disclosure and Barring Service and that the results of those checks were satisfactory.

25.3 The Service Provider shall provide the original of the Disclosure and Barring Service (DBS) check to the Authorised Officer on request albeit with personal data redacted and only to the extent permitted in law.

24.4 Where the Service Provider chooses to engage personnel without a DBS certificate or their DBS certificate has lapsed during service they are required to inform the council and obtain written approval through the Authorised Officer.

24.5 Where, as a result of an investigation, an employee of the Service Provider is found to have committed an act of abuse, then the Provider must ensure that the employee is referred to the DBS for entry onto the DBS barred list regardless of whether the employee is dismissed or not.

24.6 The Service Provider must ensure that detailed and relevant records are kept of any cases which have required investigation.

25.8 The Service Provider shall familiarise itself with and adhere to Lambeth's policy on whistleblowing.

26 Complaints in Respect of Service Provision

26.1 The Service Provider shall deal with any complaints received from whatever source in a prompt, courteous and efficient manner and shall keep a written record of all complaints received and of the action taken in relation to such complaints. Such records shall be kept available for inspection by the Authorised Officer at all reasonable times. The Service Provider shall notify the Authorised Officer forthwith in writing of all complaints received and of all steps taken in response thereto.

- 26.2 Where the Authorised Officer receives any information or complaint about an employee, servant or agent of the Service Provider in connection with the Services, he may direct that the individual in question is withdrawn from engagement in the Services pending an investigation if in his opinion such a direction is required to maintain the confidence of the Council and/or Service Users in the performance of the Services. The Council shall not be responsible for any costs or loss arising from such a direction.

27 Disputes

- 27.1 If any dispute or difference arises out of this Contract the parties shall meet and attempt to resolve all such disputes or differences. If within 30 days such disputes or differences cannot be resolved then the parties with the assistance of the Centre for Dispute Resolution seek to resolve the dispute or difference amicably by using an alternative dispute resolution ("ADR") procedure acceptable to both parties.

- 27.2 If either party fails or refuses to participate in the ADR procedure, or in the event the dispute or difference is not resolved to the satisfaction of both parties within 30 days after it has arisen, the dispute or difference shall be referred to a sole arbiter appointed under the Rules of the Chartered Institute of Arbitrators.

28 Best Value and Policy Themes

- 28.1 The Service Provider shall assist the Council in its Best Value duty in the performance of the Services.

29 Committee Meetings and other meetings

- 29.1 The Service Provider shall, if required (and only to the extent reasonable and proportionate), attend Council and committee meetings, meetings of the Executive, meetings with members of task forces and other meetings, including but not limited to Scrutiny Committees. If required, the Service Provider shall supply written reports to committees, the Executive and other bodies with the Council. If questions are asked of the Service Provider at such meeting the Service Provider answer truthfully and accurately shall use his best endeavours to include all relevant matters either orally at the meeting or at such a time as may be directed by the committee or other body.

30 Local Authority Functions

- 30.1 Nothing in this Contract shall prejudice or affect the Council's rights, powers, duties and obligations in relation to the exercise of its functions as a local authority.

31 Waiver

- 31.1 Failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Contract shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Contract, nor shall such failure create an estoppel.

32 Supersedes prior agreements

- 32.1 This Contract supersedes any prior contracts or agreements between the parties to provide the services whether written or oral and any such prior contracts or agreements are cancelled as at the Commencement Date but without prejudice to any rights that have already accrued to either of the parties

33 Entire Contract

- 33.1 Each party acknowledges that this Contract, its schedules and any amendments or variations that may be agreed in writing by both parties, contains the whole agreement between parties relating to the subject matter of the Contract.

34 Notices

- 34.1 Any notice or other communications requiring to be served under or in connection with the Contract shall be in writing and shall be delivered to the registered offices at the addresses stated in the Contract or as otherwise specified in the Contract.
- 34.2 Any such notice shall be delivered by hand or sent by recorded first class post and shall conclusively be deemed to have been given or received at the time of delivery.
- 34.3 The parties shall comply with the terms of any notice specifying a breach of the provisions in the Contract and requiring the breach to be remedied.

35 Joint and Several

- 35.1 Where the Services are being provided by a Consortium each and every member of the Consortium shall be jointly and severally liable under this Contract

36 Assignment and Sub-Contracting

- 36.1 The Council shall be entitled to assign the benefit of the Contract or any part thereof and shall give written notice of any assignment to the Service Provider.
- 36.2 The Service Provider shall not:
- (a) assign the Contract or any part thereof or the benefit or advantage of the Contract or any part thereof;
 - (b) sub-contract the provision of the Services or any part thereof to any person without the prior written consent of the Authorised Officer. Such consent shall be at the discretion of the Authorised Officer and, if given, shall not relieve the Service Provider from any liability or obligation under the Contract. The Service Provider shall be responsible for the acts, defaults or neglect of any sub-contractor, its employees or agents in all respect as if they were the acts, defaults or neglect of the Service Provider.

37 Third Parties

- 37.1 Neither party intends to confer any right or benefit upon a third party and for the avoidance of doubt, the provisions of the Contract (Rights of Third Parties) Act 1999 are expressly excluded from this Contract.

38 Governing Law

- 38.1 This Contract shall be governed by English law.

NOTE: IF WORTH £100,000 OR MORE THIS MUST BE SEALED NOT SIGNED

<p>Signed for and on behalf of the Council (1)</p> <p>Name:</p> <p>Position:</p> <p>Signature:</p>	<p>Signed for and on behalf of the Service Provider</p> <p>Name:</p> <p>Position:</p> <p>Signature:</p>
<p>Signed for and on behalf of the Council (2)</p> <p>Name:</p> <p>Position:</p> <p>Signature:</p>	

SCHEDULE 1

SERVICE SPECIFICATION

SCHEDULE 2

CONTACT DETAILS

The Service Provider's Representative:

For general queries in the absence of the named officer:

The Council's Authorised Officer shall be:

For general queries in absence of the named officer.

SCHEDULE 3

PRICING DOCUMENT AND PAYMENT TERMS

PRICING

[INSERT PRICING]

PAYMENT TERMS

1. The Council operates an electronic only policy for issuing Purchase Orders and receiving Invoices from service providers and contractors through an internet portal managed in partnership with the Council by a third party provider.
2. The electronic portal is offered free of charge to service providers and contractors. The Council will direct the third party partner to make contact with the Service Provider in order to create an account within the electronic portal to enable them to invoice the Council.
3. The Service Provider will be able to view their Purchase Orders and the status of their Invoices within the electronic portal in real time.
4. Both the Council and the Service Provider shall adhere to the following procedure in respect of invoicing and payments in respect of the Services:
 - (a) The Service Provider shall submit to the Council each month (or as otherwise agreed by the Parties in writing) an invoice, by electronic means through the portal only setting out the sums for each type of work together with a record detailing the work carried out, in accordance with the prices tendered and;
 - (b) Once the Council agrees the details of the electronic invoice and the work record it will arrange payment, which will be made within a 30 days of invoice date unless disputed by the Council.
 - (c) Where the Council disputes the amounts entered on an invoice the parties shall discuss the differences and the Service Provider shall submit such further information as required by the Council to verify the invoice sum.
 - (d) Once agreed, the Service Provider shall submit a corrected Invoice as agreed pursuant to Clause 4(a), above.
4. Invoices submitted via the internet portal shall be deemed to have been received on the next working day from the date of transmission.
5. Invoices submitted by any other means shall be deemed to have been received only once those invoices reach the appropriate payment officer within the Council.