



**YORKSHIRE DALES**  
National Park Authority

# **TENDER FOR CASH COLLECTION CONTRACT**

**Tender Closing Date: Midday 28th January 2022**

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Yorkshire Dales National Park Authority  
Yoredale  
Bainbridge  
Leyburn  
North Yorkshire DL8 3EL

Telephone **0300 456 0030**  
Fax 01969 652399  
Contact E-mail: [richard.burnett@yorkshiredales.org.uk](mailto:richard.burnett@yorkshiredales.org.uk)

## SECTION 1

# HOW TO TENDER

### 1. General

- 1.1 The Yorkshire Dales National Park Authority has a duty under section 61 of the Environment Act 1995 to: i) conserve and enhance the natural beauty, wildlife and cultural heritage of the National Park; ii) to promote opportunities for the understanding and enjoyment of the special qualities of the National Park by the public.

### 2. Service Required

- 2.1 The Authority wishes to award a contract for a cash collection service to include the following:
- (i) Cash collection from car park ticket machines from 10 sites in the National Park amounting to approximately £250k a year, accounting, banking of cash, replenishment of tickets and provision of associated information to the National Park Authority.
  - (ii) Cash and cheque collection from National Park Centres  
Visitor income is generated by sales at 5 National Park Centres. The total amount of cash and cheques collected from National Park Centres is approximately £80k a year.
  - (iii) Cash and cheque collection from Bainbridge and Grassington offices  
Approximately £26k a year, mainly cheques but also some cash is collected at the Bainbridge and Grassington Offices of the National Park Authority, although cash receipts at Bainbridge do not follow a regular pattern.
- 2.2 The Yorkshire Dales National Park Authority uses the banking services at Barclays Bank and the Contractor can use any branch of Barclays Bank convenient for them.
- 2.3 The Authority wishes to award the Contract to an established security concern with proven track record which is able to provide a high quality security service.
- 2.4 The contract will run between 1<sup>st</sup> April 2022 and 31<sup>st</sup> March 2025, a 3 year contract with the option to extend the contract for a further 2 years to 31<sup>st</sup> March 2027.
- 2.5 Tenderers are required to price their bids on the basis of a lump sum contract price for the provision of the cash collection referred to in the Specification and by the completion of the Bill of Quantities. The Tenderer shall prepare the Tender Total on the basis that it shall represent the cost of providing the Service for the period 1 April 2022 to 31 March 2025, The Authority will pay for the Service monthly in arrears in accordance with contract condition 14.1 (see Section 4).

### 3. Evaluation

- 3.1 The Authority will select the most economically advantageous tender considering the principal factors described in clause 3.3 below.
- 3.2 The Authority does not bind itself to accept any tender but every effort will be made to reach a decision on the award of contract before 14<sup>TH</sup> February 2022. Notification to tenderers of the outcome of the tender exercise will be followed by a short period

(approximately 10 days) prior to a formal contract being signed, in order to meet legal requirements regarding potential challenges to the award of public sector contracts.

3.3 Tender Evaluation will be on the basis of the following criteria:

	Criteria	Maximum percentage
1	Price	70%
2	Quality (see section on page 12 for details)	30%
	Total	100%

4. **Best Value**

- 4.1 Under the provisions of the Local Government Act 1999, the Authority must make arrangements to secure continuous improvement in the way in which its functions are exercised having regard to a combination of economy, efficiency and effectiveness. The successful tenderer will be required to provide the service in accordance with this principle and be expected to demonstrate how this is being achieved. Attention is also drawn to the Contract Conditions regarding Best Value.

5. **TUPE**

- 5.1 It is the opinion of the Authority that the provisions of the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended ("TUPE") apply to some or all of the work covered by the contract. Details are set out in this invitation to tender (see Section 5, Appendix 4).
- 5.2 Tenderers should note that the Authority does not offer any indemnity to any person against any costs that may be incurred should the provisions of TUPE apply. Further detail of the Authority's requirements in relation to TUPE can be found in clause 31 of the Contract conditions contained in Section 4 of this Invitation to Tender.

6. **Freedom of Information and Confidentiality**

- 6.1 Tenderers should be aware that information relating to the Service (whether held by the Authority or the Contractor) will be subject to the provisions of the Freedom of Information Act 2000. The Act requires the Authority to provide copies of any non-exempt information to any third party who makes a request for it. The Authority cannot therefore guarantee that the information supplied by tenderers will remain confidential. Any information which is supplied by tenderers which is commercially sensitive **and would genuinely fit within the exemptions set out in the Act** should be marked as confidential information of this type, and will not be disclosed to third parties without the consent of the tenderer.
- 6.2 Whilst information held by the Authority is subject to the above, the Contractor will be required to keep confidential all information supplied to it by the Authority. All employees of the Contractor who are involved in the provision of the Services may be required to sign a confidentiality agreement in a form to be agreed by the Authority. The contractor will also be required to ensure that the terms of any sub-contract reflect this requirement.

7. **Data Protection**

- 7.1 The Yorkshire Dales National Park Authority is committed to ensuring the responsible collection and use of personal data in the course of its business, under

the requirements of the UK GDPR and the Data Protection Act 2018 (DPA). We will ensure that personal data is processed fairly and lawfully, and that the rights of data subjects are properly respected.

- 7.2 When collecting personal information from you, we will tell you how this information is to be used, and will not use your details for other purposes without your consent.
- 7.3 As a public authority, we have a designated Data Protection Officer as required by Article 37 of the UK GDPR.
- 7.4 If you would like further information on how we process personal information or your rights as a data subject, please contact the Data Protection Officer on [accesstoinfo@yorkshiredales.org.uk](mailto:accesstoinfo@yorkshiredales.org.uk) or ask to see our Privacy Notice which sets out our responsibilities as data controller.

## **8. Canvassing etc**

- 8.1 Any tenderer who canvasses any Member or officer of the Authority, whether directly or indirectly, relating to the award of this contract will be disqualified.
- 8.2 If the tenderer:
  - (a) fixes or adjusts the amount of the tender by arrangement with any other person; or
  - (b) communicates to any person other than the Authority the amount of the tender (unless the disclosure is made for legitimate purposes, for example in connection with obtaining insurance); or
  - (c) agrees with any other person that s/he will not submit a tender or as to the amount of any tender to be submitted; or
  - (d) offers or pays any sum of money to any person to induce such a person to accept the tender

then the tenderer shall be disqualified from tendering and may be subject to civil and criminal liability.

## **9. How to Complete the Tender**

- 9.1 The tender must be calculated with careful reference to the contents of this Invitation to Tender, including the Specification and Contract Conditions.
- 9.2 Tenderers **must** submit with their tender:
  - (i) two references relating to Service provision and one credit reference. The references for Service provision should state the service provided for that referee and the relevance to this Contract.
  - (ii) a certificate signed by their insurance company or agents to the effect that the tenderer carries the insurance required under the contract conditions (clause 11);
  - (iii) answers to all the questions raised in the section 'Quality';
  - (iv) if a tenderer is an agent, details of its principal.

## **10. Compliance with Tender Documents**

- 10.1 Subject to 10.2 below, tenders made must be in accordance with all the contract documentation and no changes should be made. Similarly, tenders must not be accompanied by statements making the tender qualified in any way.
- 10.2 If a tenderer wishes to make an alternative tender (i.e. a tender which is not fully compliant with the Authority's requirements) it may do so if (and only if) a fully compliant tender is also submitted. Tenderers also should note that tenders are being sought on the basis of the Contract Conditions included in this Invitation to Tender. The Authority will not consider a tender which does not comply with this requirement by, for example, being made on the basis of the tenderers own 'standard conditions' except where these are expressly included as part of an alternative tender.

## **11. Enquiries**

- 11.1 Any enquiries relating to the contract documents should be addressed to:

Alan Hulme,  
Yorkshire Dales National Park Authority  
Colvend  
Hebden Road  
Grassington  
Skipton  
North Yorkshire  
BD23 5LB

tel: 0300 456 0030  
e-mail: [alan.hulme@yorkshiredales.org.uk](mailto:alan.hulme@yorkshiredales.org.uk).

## **12. How and Where to Return a Tender**

- 12.1 Tenderers must complete and sign the form of tender: where a tenderer is an individual, the tender must be signed by that individual; where the tenderer is a partnership the tender must be signed by two authorised partners and where a tenderer is a company, two directors or a director and secretary should sign. All signatories must be authorised to sign on the tenderer's behalf.
- 12.2 Tenders may be returned by post or by e-mail (see below). Given current circumstances, Tenderers are recommended to submit their tender by e-mail, to guarantee delivery by the required date and time
- 12.3 The tender must be returned in an envelope to Yorkshire Dales National Park Authority, Yoredale, Bainbridge, Leyburn, North Yorkshire DL8 3EL **on or before midday on 28th January 2022**. If tenders are delivered by hand, a receipt should be obtained. The tender envelope and its franking must not bear any indication of the tenderer's identity and the envelope must only be marked "Strictly Confidential - Tender for YDNPA cash collection contract".
- 12.4 Electronic tenders should be sent to [richard.burnett@yorkshiredales.org.uk](mailto:richard.burnett@yorkshiredales.org.uk) with the title stating "Strictly Confidential - Tender for YDNPA cash collection contract" and must be received by midday on 28th January 2022. Tenders received after this deadline will not be considered. Please refer to Appendix 5 'Checklist for a complete response'.

## SECTION 2

# THE TENDER

### *Please note:*

- *You should only complete the tender after you have read and fully understood all the contract documents.*
- *Once a tender has been awarded no allowance can be made for any errors, omissions or misjudgments in tendering.*
- *Bids are deemed to be inclusive of all overheads and are exclusive of VAT.*
- *Before you complete the tender please ensure that you understand clearly what the Authority's requirements are in terms of the price base of the Contract and its duration.*
- *All tenderers are expected to keep tenders valid for acceptance for a period of 13 weeks from the date of return. If you have any doubt at all on how to complete the tender please contact Alan Hulme, tel: 0300 456 0030; e-mail: [alan.hulme@yorkshiredales.org.uk](mailto:alan.hulme@yorkshiredales.org.uk) .*
- *Remember that once the tender has been submitted you will not have the opportunity to alter its contents. Once the Authority has accepted the tender, the contract will be in force for the full contract period and you will not be able to withdraw from the arrangement without risking legal liability for breach of contract.*

**TO: Richard Burnett, Director of Corporate Services, Yorkshire Dales National Park Authority, Yoredale, Bainbridge, Leyburn, North Yorkshire DL8 3EL**

1. We tender to provide the Service in accordance with the details set out in this tender.
2. We agree that this tender, together with the Authority's written acceptance, will constitute a contract between us.
3. We confirm that the prices set out in this tender exclude VAT.
4. We certify that this is a bona fide tender and that we have not fixed or adjusted the amount of the tender in accordance with any arrangement with any third party.
5. We certify that we have not, and we agreed not to do at any time before the tender closing date, any of the following:
  - (a) inform anyone of the amount or approximate amount of the tender except where the confidential disclosure of the amount of the tender is necessary to obtain insurance quotations required in connection with the preparation of the tender;
  - (b) enter into any arrangement or agreement with any other person or firm that he/it should refrain from tendering or as to the amount of any tender to be submitted; or
  - (c) offer to pay any sum of money or gift to any person or firm for doing any of the acts in (a) or (b) above.

Signed:

**Position:**

Signed:

**Position:**

On behalf of:

Address:

Tel:

E-mail:

Fax:

Contact Name:

Tel No (if different to above)

## PRICE

### Bill of Quantities

Period: 1<sup>st</sup> April 2022 – 31 March 2025

### TENDER FOR THE PROVISION OF CASH COLLECTION CONTRACT

Having examined the invitation to tender and its accompanying documents, and being fully satisfied as to my/our abilities and experience in all respects to satisfy the requirements of the Instructions to Applicants and the Contract including the Conditions of Contract and the Specification, **I/We** hereby offer, subject to the terms set out in the Invitation to Tender, to provide the service for the contract period (3 years from 1<sup>st</sup> April 2022) subject to the terms of the contract for the price set out below.

COST BREAKDOWN	TOTAL 3 YEAR CONTRACT PRICE
<b>ROUTINE WORK</b>	£
Section A1 - Cash collection summer schedule	
Section A2 - Cash collection winter schedule	
<b>TOTAL ROUTINE WORK CONTRACT PRICE FOR 3 YEARS</b>	
<b>NON ROUTINE WORK</b>	
Section B – (1) Additional collection up to 6 car parks	
Section B – (2) Additional collection all car parks	
Section B – (3) Post Bank Holiday Collection	
Section B – (4) Queens Platinum Jubilee (Fri 3 June 2022)	
Section B – (5) Rate per hour (normal hours)	
Section B – Rate per hour (all other times)	
Section B – Travel rate per mile	



**SCHEDULE OF RATES****BREAKDOWN BILL OF QUANTITIES – CASH COLLECTION****SECTION A: ROUTINE WORK****Section A1– SUMMER (1<sup>st</sup> April – 31<sup>st</sup> October)**

Location	Number of collections per week	No of Weeks per season	Total Number of collections per season	Rate per collection	Current No of machines	Annual season total £
<b>CAR PARKS</b>						
Aysgarth	3	30	90		2	
Buckden	1	30	30		1	
Clapham	1	30	30		1	
Grassington	3	30	90		2	
Hawes	2	30	60		1	
Horton	2	30	60		1	
Kettlewell Car Park	2	30	60		1	
Linton	0.5 (Twice a month)	30	15		1	
Malham	3	30	90		2	
Stainforth	1	30	30		1	
<b>NATIONAL PARK CENTRES</b>						
Aysgarth NPC	1	30	30			
Grassington NPC	1	30	30			
Hawes NPC	1	30	30			
Malham NPC	1	30	30			
Reeth NPC	1	30	30			
<b>OFFICES</b>						
Grassington	0.5 Twice a month)	30	15			
Bainbridge	0.5 Twice a month)	30	15			
<b>Total (A1)</b>			<b>735</b>			

**Section A2 - ROUTINE WORK – WINTER (1<sup>st</sup> November – 31<sup>st</sup> March)**

Location	Number of collections per week	No of Weeks per season	Total Number of collections per season	Rate per collection	Current No of machines	Annual season total £
<b>CAR PARKS</b>						
Aysgarth	1	22	22		2	
Buckden	0.25 (once a month)	22	5		1	
Clapham	1	22	22		1	
Grassington	2	22	44		2	
Hawes	1	22	22		1	
Horton	1	22	22		1	
Kettlewell	1	22	22		1	
Linton	0.25 (once a month)	22	5		1	
Malham	2	22	44		2	
Stainforth	0.25 (once a month)		5		1	
<b>OFFICES</b>						
Grassington	0.5 (Twice a month)	22	11			
Bainbridge	0.5 (Twice a month)	22	11			

<b>NATIONAL PARK CENTRES (closed in January)</b>						
Aysgarth NPC	1	18	18			
Grassington NPC	1	18	18			
Hawes NPC	1	18	18			
Malham NPC	1	18	18			
<b>Total (A2)</b>			307			

Prices for routine work should be inclusive of administration of the contract including collection, counting, banking and reconciling of cash and cheques, return of cash books, bags and tags from the bank and reconciliation sheets to the Office.

**1 An additional collection of up to 6 car parks as requested:**

- Prices for 'additional collection' work should be inclusive of administration of the contract including collection, counting, banking and reconciling of cash and cheques, return of cash books, bags and tags from the bank and reconciliation sheets to the Office.

- Prices for 'additional collection' work should be inclusive of administration of the contract including collection, counting, banking and reconciling of cash and cheques, return of cash books, bags and tags from the bank and reconciliation sheets to the Office.

- 3 June 2022 £

- Per mile £

**Cash collection contract:**  
**principal factors to be used in evaluating Tenders**

**70% Price**

(to calculate score the lowest bid gets 70%, then calculate the remaining bids - lowest bid / bid price x 70)

**30% Quality**

(each of the following 6 questions is marked out of 5 and the mark is the equivalent percentage)

**Experience – 5%**

- (i) Please provide details of the experience of your organisation in delivering cash collection services. Please also include the relevant organisational standards and relevant qualifications of the staff who would be delivering these services.

**Service – 20%**

- (i) Please provide details of how you will ensure the smooth implementation of this contract, and how delivery will be managed for the duration of the contract.
- (ii) Please detail how you would secure the collected cash at all stages from collection through to transfer to an agreed high street bank or approved cash recovery facility? Please ensure that you include specific timescales in your answer e.g. the time from collection to deposit in our account.
- (iii) We require deposits to be made to Barclays Bank (the Authority's bankers) to ensure we are not charged by a third party financial institution. Please explain how you will ensure payment is made directly into Barclays.
- (iv) What contingency measures do you have to deal with missed or late collections?

**Sustainability – 5%**

- (i) How will you mitigate any negative impacts on the environment caused by the services?

## SECTION 3

### THE AGREEMENT

NB: This is the form of Agreement the successful tenderer will be required to sign. **It is included here for information and you do not need to complete it.**

Date

The Authority

**YORKSHIRE DALES NATIONAL PARK AUTHORITY** of  
Yoredale, Bainbridge, Leyburn, North Yorkshire DL8 3EL

The Contractor

#### BACKGROUND

1. The Authority has invited tenders for a Cash Collection Service.
2. The Contractor has submitted a tender which has been accepted by the Authority for the Service.

#### THE AGREEMENT

1. The following documents are incorporated into this Agreement:
  - (a) The Tender accepted by the Authority (including all the documents referred to in the Tender).
  - (b) The Contract Conditions.
  - (c) The Specification.
2. The documents in 1 are termed "the Contract Documents".
3. In consideration of the amounts to be paid for the Service by the Authority in accordance with the Contract Documents the Contractor agrees with the Authority to provide the Service to the Authority's satisfaction in accordance with the Contract Documents.

**SIGNED** by duly authorised signatories of the Authority and the Contractor respectively.

.....

.....

.....

.....

for the Authority

for the Contractor

## **SECTION 4**

### **CONTRACT CONDITIONS**

1. Definitions and Interpretation
2. The Contract – General
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4. Authorised Officer
5. Contractor's Obligations
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7. Contract Manager
8. Modifications
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19. Best Value
20. Dispute Resolution
21. Termination
22. Recovery of Sums Due
23. Force Majeure
24. Notices
25. Waiver
26. Severability

- 27. Default
- 28. Option to Extend
- 29. Break Clause
- 30. Sustainability
- 31. TUPE

## 1.0 Definitions and Interpretation

1.1 The following terms have the following meanings in the Contract: -

<b><i>Authorised Officer</i></b>	the Authorised Officer referred to in clause 4
<b><i>Commencement Date</i></b>	means 1 April 2022
<b><i>Confidential Information</i></b>	means all information, whether written or oral (however recorded), provided by the disclosing party to the receiving party and which (i) is known by the receiving party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving party to be confidential;
<b><i>Contract</i></b>	the Agreement for the Service made between the Authority and the Contractor
<b><i>Contract Charges</i></b>	the charges payable by the Authority to the Contractor for the Service
<b><i>Contract Documents</i></b>	the Tender submitted by the Contractor as accepted by the Authority; the Specification, and these Contract Conditions.
<b><i>Contract Manager</i></b>	the Contract Manager as further defined in Clause 7
<b><i>Contract Period</i></b>	the period from the Commencement Date to the earlier of the Expiry Date (as may be extended in accordance with Clause 28) or the date of termination of this Contract.
<b><i>Contract Standards</i></b>	<ul style="list-style-type: none"><li>i the standards in the Contract; and</li><li>ii with all the skill, care and diligence to be expected of a competent provider of services of a similar kind to the Service; and</li><li>iii generally to the Authority's satisfaction</li><li>iv in accordance with all applicable Law</li></ul>
<b><i>Expiry Date</i></b>	means 31 March 2025
<b><i>Law</i></b>	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, retained EU law



within the meaning of section 6(7) of the European Union (Withdrawal) Act 2018, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Contractor is bound to comply and/or that applies to the provision of the Services

***Necessary Consents***

all approvals, certificates, authorisations, permissions, licences, permits, regulations and consents necessary from time to time for the performance of the Services including any such requirements detailed in the Specification

***Service***

the Service to be provided under the Contract, as described in the Specification

***Special Conditions***

means the additional clauses to this Contract set out at clauses 27 to 28 inclusive and which shall be deemed to be set out in full in the clauses of this Contract

***Specification***

the Specification forming part of the Contract

***Tender***

the Contractor's Tender for the Service

1.2 The Contract shall be governed by English Law, and the Authority and the Contractor accept the exclusive jurisdiction of the English courts.

1.3 References (unless explicitly stated otherwise) to: -

- (a) any Act, Order, Regulation, Statutory Instrument, etc, include any provisions by way of amendment, replacement or re-enactment.
- (b) one gender include any other gender
- (c) persons include corporations and all legal persons
- (d) singular includes the plural and vice versa
- (e) clauses are to clauses in the main body of this Contract
- (f) the Contractor's staff include the Contractor's partners, directors, employees, agents and sub-contractors.

- (g) schedules are to the Schedules of this Agreement and to paragraph are to paragraphs within the Schedules
- (h) any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done
- (i) the headings to the clauses and the Schedules in this Contract are for information only and do not affect the interpretation of the Contract
- (j) a reference to "writing" or "written" includes e-mail
- (k) the word "including" shall be understood as meaning "including without limitation"

## **2.0 The Contract - General**

- 2.1 The Contractor shall be deemed to have ensured the accuracy of the rates and prices in the Tender which shall cover all the Contractor's obligations under the Contract.
- 2.2 The Contract Documents are mutually explanatory of one another, but if there is any inconsistency between these Conditions and any provision in any other Contract Document, these Conditions shall prevail.
- 2.3 No deletion from, addition to, or variation of the Contract Documents shall be valid unless agreed in writing and signed by Authority and the Contractor.
- 2.4 The Contract constitutes the entire agreement between the Parties in respect of the matters dealt with therein. The Contract supersedes all prior negotiations between the Parties and all representations and undertakings made by one Party to the other, whether written or oral, except that this clause shall not exclude liability in respect of any fraud or fraudulent misrepresentation.

## **3.0 Term**

- 3.1 This Contract shall take effect on the Commencement Date and shall continue for the Contract Period.
- 3.2 The Contract Period may be extended in accordance with the Special Conditions (where applicable).

## **4.0 Authorised Officer**

- 3.1 The Authorised Officer is the person nominated from time to time by the Authority to act on its behalf for the purposes of the Contract and may
  - (a) issue instructions to the Contractor on any matter relating to the contract; and
  - (b) appoint representatives to act upon their behalf and shall notify the Contractor of such appointment(s).

## **5.0 The Contractor's Obligations**

- 5.1 The Contractor:
- (a) warrants and represents that all information and statements made by the Contractor as a part of the procurement process, including without limitation the Tender or response to any pre-qualification questionnaire (if applicable), remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Authority prior to execution of the Contract; and
  - (b) shall promptly notify the Authority in writing if it becomes aware during the performance of this Contract of any inaccuracies in any information provided to it by the Authority during such due diligence which materially and adversely affects its ability to perform the Services in accordance with the terms of this Contract including any performance management provisions (where applicable).
- 5.2 The Contractor shall provide the Service in accordance with the Contract for the Contract Period to the Contract Standards.
- 5.3 The Contractor shall inform the Authorised Officer immediately if it is unable to provide the Service or if the Contractor is aware of anything which may prevent the Contractor from complying with the Contract.
- 5.4 To enable the Authorised Officer to monitor the provision of the Service the Contractor authorises access by them and any person authorised by the Authorised Officer and/or the Authority to:
- the Contractor's work place
  - relevant records and documents held by the Contractor in connection with the Service
  - the Contractor's staff
  - technology, resources and systems used or proposed to be used in connection with the Service and/or this Contract.
- 5.5 The Contractor shall ensure that all Necessary Consents are in place to provide the Service and the Authority shall not (unless otherwise agreed in writing) incur any additional costs associated with obtaining, maintaining or complying with the same.
- 5.6 Without prejudice to the Authority's other powers under the Contract, if the Contractor fails to provide the Service in accordance with this Clause 5, the Authority may provide the Service itself or may pay another person to provide part or all of the Service and the costs incurred may be deducted from the Contract Charges or shall be recoverable as a debt by the Authority from the Contractor.
- 5.7 If requested by the Authorised Officer the Contractor shall provide a copy of its audited accounts within six months of the relevant accounting reference date subsequent to those provided in accordance with the Tender.
- 5.8 Subject to clause 12, the Contractor is responsible for providing all premises, equipment, tools and assets necessary to enable it to deliver the Service.

## 6.0 Contractor's Staff

- 6.1 The Contractor shall employ sufficient staff to ensure that the Service is provided to the Contract Standards.
- 6.2 The Contractor's staff shall be adequately qualified, competent and suitable in all other respects to provide the Service.
- 6.3 (a) The Authorised Officer may (but only on reasonable grounds) refuse to grant access to the Authority's premises, or require the Contractor in writing to remove from the provision of the Service any member of the Contractor's staff. The Contractor shall immediately remove such staff from the provision of the Service and provide a replacement.
- (b) The Authority shall not be liable either to the Contractor or to the staff in question in respect of any cost, expenses, liability, loss or damage occasioned by such removal and the Contractor shall indemnify the Authority in respect of any claim made.

## 7.0 Contract Manager

- 6.1 The Contractor shall appoint a Contract Manager approved by the Authorised Officer. Any notice, instruction or other information given to the Contract Manager shall be deemed to have been given to the Contractor.
- 6.2 The Contractor shall, prior to commencement of the Service, notify the Authorised Officer in writing of the name, address and contact numbers of the Contract Manager and any deputy, and shall subsequently notify the Authorised Officer of any changes.
- 6.3 The Contractor shall provide, and shall ensure that its staff wear at all times when engaged in the provision of the Service on Authority premises, such identification as the Authority may require.

## 8.0 Modifications

- 8.1 The Authorised Officer may require the Contractor in writing to:-
- provide additional services of a similar nature to the Service;
  - increase or decrease the scope of the Service or any part of it.
- 8.2 The valuation of modifications made under this Clause shall be calculated by the Authorised Officer as follows:-
- (a) wherever appropriate the valuation shall be ascertained in accordance with the principles used and the rates and prices contained in the Tender;
- (b) if the rates and prices in the Tender are not relevant to the modification then the ascertainment of the valuation shall be on a fair and reasonable basis agreed by the parties and if agreement is not possible the matter shall be referred for dispute resolution under clause 20.
- 8.3 Without prejudice to the other relevant provisions of the Contract the Authority may at any time(s) during the Contract Period request a variation in the Service (in this clause '**a variation**'). Such request may be by reason of

the impact of new legislation, changes in operational requirements or for any other reason.

- 8.4 The Authority may request the variation by serving a notice (in this clause '**a variation notice**') on the Contractor identifying the proposed variation and all relevant details of it including, but without limitation, its effect, timing and proposed cost.
- 8.5 The Contractor shall reply to the variation notice within 28 days.
- 8.6 If the Contractor accepts the variation notice then: -
- (a) The variation shall be effected at such time as may be agreed.
  - (b) Any costs associated with the variation shall be agreed between the parties or, in the absence of agreement, may be referred to dispute resolution under clause 20.
  - (c) Notwithstanding that the cost of the variation shall not have been agreed, the variation shall be implemented by the Contractor.
- 8.7 If either: -
- (a) Any matter in the previous sub-clause is not agreed within 28 days of it first having arisen; or
  - (b) The Contractor refuses to accept the proposal in the variation notice
- then either party may refer the matter to dispute resolution.

## 9.0 Statutory Requirements

### Health and Safety

- 9.1 The Contractor shall comply with the requirements of the Health and Safety at Work Act 1974 so far as they apply to the provision of the Service and throughout the Contract Period the Contractor shall have in place a health and safety policy which complies with all statutory requirements, and shall provide a copy of such policy to the Authority on request. The Contractor shall supply copies of all relevant risk assessments and method statements upon demand by the Authority. The Contractor shall notify the Authority immediately in the event of any incident occurring in the performance of its obligations under the Contract where that incident causes any personal injury or damage to property which could give rise to personal injury.

### Data Protection

- 9.2 Each of the Parties undertakes to comply with its obligations under the UK General Data Protection Regulation and the Data Protection Act 2018, and in particular must not disclose any personal data as defined by that legislation to any individual unless the relevant conditions permitting disclosure are met.

### Access to information:

- 9.3 The Contractor acknowledges that the Authority is subject to the provisions of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 and that this Contract does not constitute or contain any obligation of confidentiality in terms of information provided to the Authority by any Party. Where the Authority receives a request for information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, the Contractor shall on request take all reasonable steps

to assist the Authority in complying with the request in accordance with such legislation. Where the Authority is being asked to disclose information provided by another Party, the Authority would normally consult the third party concerned before deciding whether to release the information.

- 9.4 The obligations set out in this clause shall remain in force notwithstanding termination of the Contract.

#### Human Rights Act and Other Legislation

- 9.5 The Contractor shall comply with all other relevant statutory and other provisions relating to the Service including (but without limitation) the Human Rights Act 1998. For the avoidance of doubt, it should be noted that as the Service comprises a function of a public nature the Contractor constitutes a public authority within the meaning of Section 6(3) of the Act.

#### New Legislation

- 9.6 Without prejudice to the above clauses, where new legislation is enacted during the Contract Period which has the effect of changing the manner in which the Service or any part of it is to be provided the Contractor shall ensure that:
- (a) the Authorised Officer is informed of the nature and effect of such legislation and the changes necessitated by it in the Service;
  - (b) the Service is provided in accordance with such legislation.

#### Rights of Third Parties

- 9.7 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Agreement.

#### Equality and Diversity

- 9.8 The Contractor shall
- a) perform its obligation under the Contract (including those in relation to the Services) in accordance with:
    - i) All applicable equality Law
    - ii) The Authority's Equality Diversity & Inclusion Policy as provided to the Contractor from time to time; and
    - iii) Any other requirements and instructions which the Authority reasonably imposes in connection with any equality obligations imposed on the Authority at any time under applicable equality Law; and
  - b) take all necessary steps, and inform the Authority of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality & Human Rights Commission.

## Confidentiality

- 9.9 The Contractor shall keep confidential all information obtained from the Authority or through its provision of the Service (which shall be deemed to be Confidential Information).
- 9.10 Subject to Clause 9.3, the Authority shall keep confidential all Confidential Information provided to it by the Contractor.
- 9.11 The provisions of clauses 9.9 and 9.10 shall not apply to any information which:
- (a) is or becomes public knowledge (otherwise than by a breach of this clause);
  - (b) was in the possession of the party concerned without restriction as to its disclosure before receiving it from the other party; or
  - (c) is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure.
  - (d) which a Party is required to disclose by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable Law, including the Freedom of Information Act 2000, the Environmental Information Regulations 2004 and/or the Local Government Transparency Code 2015;
  - (e) which a Party can demonstrate was lawfully in its possession prior to receipt from the other Party; or
  - (f) which is disclosed by the Authority on a confidential basis to any central government or regulatory body.
- 9.12 Nothing in this clause shall prevent the Authority or the Contractor from disclosing information under or in accordance with any legal requirement, or in accordance with any lawful requirements made by the Authority or by any regulatory body or Inspectorate established by law.
- 9.13 The Contractor shall ensure that all the Contractor's staff engaged in the provision of the Service or otherwise with access to information relating to the Service will abide by this confidentiality clause.

## **10.0 No Agency or Partnership**

- 10.1 At all times during the Contract Period the Contractor shall be an independent contractor and nothing in the Contract shall create a contract of employment, a relationship of agency or partnership or a joint venture between the Parties and accordingly neither Party shall be authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the terms of the Contract.

## **11.0 Indemnity and Insurance**

- 11.1 The Contractor shall indemnify the Authority against all actions, claims, damages, costs and other expenses in relation to the injury to, or death of, any person, and loss of, or damage to, any property, real or personal which is attributable to the negligent act or default of the Contractor in connection with the Service.
- 11.2 The Contractor shall take out and maintain public liability insurance against its liabilities under Clause 11.1 for the minimum sum of £5 million in respect of any one incident.
- 11.3 The Contractor must take out and maintain employer's liability insurance in a minimum amount for each and every claim, act or occurrence or series of claims, acts or occurrences which complies with statutory requirements (which at the date of this Contract is £10 million).
- 11.4 The Contractor must have professional indemnity insurance in an amount of £2 million for each and every claim, act or occurrence or series of claims, acts or occurrences which is sufficient to cover its liabilities under this Contract.
- 11.5 The Contractor shall supply to the Authority on request copies of all insurance policies, cover notes, premium receipts and other documents necessary to establish compliance with clause 11.2 – 11.4 inclusive.
- 11.6 If, for whatever reason, the Contractor fails to give effect to and maintain the insurances required by this Contract, the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Contractor.
- 11.7 The terms of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under this Contract.



## **12.0 Use of Authority Premises and Assets**

- 12.1 The Authority shall provide the Contractor with such accommodation and facilities in the Authority's premises as is specified in the Specification or which is otherwise agreed by the Parties from time to time. The Authority shall make available the Authority assets (if any) detailed in the Specification to the Contractor for the purposes of delivering the Services.
- 11.2 The Contractor shall not carry out any work at any premises owned or occupied by the Authority (including any premises leased by the Authority to the Contractor) other than the Service, or acts incidental to it.
- 11.3 The Contractor shall ensure that:
- (a) Authority premises are accessed in accordance with clause 13;
  - (b) any Authority assets used by the Contractor are maintained (or restored at the end of the Term) in the same or similar condition as at the Commencement Date (fair wear and tear excepted) and are not removed from Authority premises unless expressly permitted under this agreement or by the Authorised Representative; and
  - (c) any Authority assets are used with all reasonable care and skill and in accordance with any manufacturer guidelines or instructions.
- 11.4 The Authority shall maintain and repair the Authority assets, however, where such maintenance or repair arises directly from the act, omission, default or negligence of the Contractor or its representatives (fair wear and tear excluded) the costs incurred by the Authority in maintaining and repairing the same shall be recoverable from the Contractor as a debt.
- 11.5 The Contractor shall notify the Authority immediately on becoming aware of any damage caused by the Contractor, its agents, employees or sub-contractors to any property of the Authority, to any of the Authority's premises or to any property of any other recipient of the Services in the course of providing the Services.

## **13.0 Security**

- 13.1 The Contractor shall comply with the Authority's security procedures at Authority premises used or occupied by the Contractor in connection with the Service.
- 13.2 The Contractor shall use its best endeavours to ensure that access to any such premises is restricted to its staff and essential visitors.
- 13.3 The Contractor shall issue to its staff who have access to any relevant premises security passes in such form as the Authority may require.
- 13.4 The Contractor shall be responsible for the safekeeping of any keys, passes and other means of access provided by the Authority and shall only permit them to be given to the staff whose names and addresses have been supplied to the Authority and then only to the extent required for the purposes of providing the Service. The Contractor shall ensure that the Authorised Officer is informed immediately of the loss of any keys, passes and other means of access and shall pay the cost of replacement and/or any reasonable security measures implemented as a result of such loss.

#### **14.0 Payment**

- 14.1 The Authority will pay the Contract Charges by monthly payments in arrears. Such payment shall be made by BACS wherever possible.
- 14.2 Invoices shall be in such a form as may be agreed between the Authority and the Contractor and the Authority will pay the invoices within 30 days of receipt of an undisputed invoice. An invoice shall be deemed to be undisputed where the Authority has not raised any dispute within 7 days of receipt.
- 14.3 Invoices shall be submitted electronically to the Authority's Finance Department.
- 14.4 The Contractor shall maintain complete and accurate records of, and supporting documentation for, all amounts which may be chargeable to the Authority pursuant to this Contract. Such records shall be retained for inspection by the Authority for 6 years from the end of the calendar year to which the records relate.

#### **15.0 VAT**

- 15.1 The Authority shall be liable to pay to the Contractor such Value Added Tax as may be properly chargeable on the Contractor in respect of the supply of the Service to the Authority (except to the extent that any such Value Added Tax or related penalties are chargeable because of the breach by the Contractor of the relevant statutory provisions) Payment of VAT shall be subject to the production of a valid VAT invoice.

#### **16.0 Assignment and Sub-Contracting**

- 16.1 The Authority shall only assign the Contract when required by or in consequence of a statutory provision (which for the avoidance of doubt shall include to any statutory successor).
- 16.2 The Contractor shall not:
  - (a) assign the Contract in whole or in part; or
  - (b) sub-contract the provision of the Service in whole or in part

without the previous written consent of the Authorised Officer which shall not relieve the Contractor from any liability under the Contract. The Contractor shall be responsible for the acts, defaults or neglect of any sub-contractors, as if they were the acts, defaults or neglect of the Contractor.
- 16.3 Where the contractor enters into a sub-contract with a supplier or contractor for the purpose of performing its obligations under the Contract, it shall:
  - (a) ensure that a provision is included in such a sub-contract which requires payment to be made of all sums due by the Contractor to the sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice.
  - (b) provide a copy, at no charge to the Authority, of any such sub-contract on receipt of a request for such by the Authorised Officer.

**17.0 Legal Proceedings**

- 16.1 The Contractor shall notify the Authorised Officer of any accident, damage, claim or breach of any statutory provision relating to the Service as soon as reasonably possible after becoming aware of such matter.
- 16.2 If required by the Authorised Officer, the Contractor shall provide relevant information and assistance in connection with any legal inquiry, arbitration, court proceedings or internal disciplinary proceedings relating to the Service and if required shall give evidence in such inquiries or proceedings or hearings.

**18.0 Local Government & Social Care Ombudsman**

- 18.1 The Contractor should note that if a complaint is made to the Authority by a third party relating to the Service, the Local Government & Social Care Ombudsman has the power to investigate such a complaint and the Authority requires the Contractor fully to co-operate in such an investigation. If the Authority is found guilty of maladministration or injustice by the Local Government & Social Care Ombudsman because of the act or default of the Contractor the Contractor shall indemnify the Authority in respect of the costs arising from such maladministration or injustice.

**19.0 Best Value**

- 19.1 In accordance with Part 1 of the Local Government Act 1999 the Authority may, from time to time, review the Service in pursuance of the Authority's wide commitment to continuing Service improvement, having regard to a combination of economy, efficiency and effectiveness and the Contractor shall: -
- (a) Participate in and fully co-operate with such reviews; and
- (b) Provide such assistance and information including, but without limitation, accounting and other record books, business plans, quality assurance, service records and service plans as may be reasonably required by the Authority in relation to the Service.

**20.0 Dispute Resolution**

- 20.1 Any dispute or difference (in this Clause '**the dispute**') which arises between the Authority and the Contractor as to the construction of this Agreement, as to their respective rights, duties and obligations or as to any other matter arising out of or connected with the Agreement shall be determined in accordance with the provisions of this Clause.
- 20.2 The Authority and the Contractor shall submit the dispute to a neutral adviser appointed by agreement between them to assist them in resolving the dispute. Either party may give written notice to the other describing the nature of the dispute, requiring it to be submitted to such a neutral adviser and proposing the name of a suitable person to be appointed. If no such person is appointed by agreement within 14 days after such notice is given, or, if no such notice is given within 28 days after the dispute has arisen, either party may request the Centre for Dispute Resolution to appoint a neutral adviser acceptable to both parties.
- 20.3 The parties shall, with the assistance of the neutral adviser appointed in accordance with Clause 20.2 above, seek to resolve the dispute by using an alternative dispute resolution (in this clause '**ADR**') procedure agreed

between the parties or, in default of such agreement established by a neutral adviser.

20.4 If the parties accept any recommendations made by the neutral adviser or otherwise reach agreement as to the resolution of the dispute, such agreement shall be recorded in writing and signed by the parties and, if applicable, the neutral adviser and it shall be binding upon both parties.

20.5 If: -

- (a) The dispute has not been resolved to the satisfaction of the parties within 60 days after the appointment of the neutral adviser; or
- (b) Either party fails or refuses to agree or participate in the ADR procedure; or
- (c) In any event the dispute is not resolved within 90 days after it has arisen

then the dispute shall be resolved under Clause 20.6 below.

20.6 Any dispute which is to be resolved under this Clause shall be resolved by the decision of an expert whose decision shall, save as to manifest error, be final and binding on the parties. The expert shall be appointed by agreement between the parties or, if within ten days after the dispute fails to be resolved, the parties have been unable to agree then on application of either of the parties to the President for the time being of the Chartered Institute of Arbitrators.

20.7 Any costs and fees incurred by the parties which are not met in accordance with an agreement reached through the ADR procedure or in accordance with a decision reached by the expert under Clause 20.6 above shall be borne by the parties by whom they were incurred.

## 21.0 Termination

21.1 If the Contractor:-

- (a) has offered any gift or consideration of any kind as an inducement or disincentive for doing anything in respect of this contract or any other contract with the Authority; or
- (b) has committed an offence under the Bribery Act 2010; or
- (c) has made any material misrepresentation in its Tender or any other document leading to the execution of this Contract; or
- (d) the Contractor being an individual, any of the circumstances listed in Clause 21.2 apply to the Contractor; or
- (e) the Contractor being a company, any of the circumstances listed in Clause 21.3 apply to the Contractor; or
- (f) the Contractor being a partnership, any of the circumstances listed in Clause 21.4 apply to the Contractor; or
- (g) is in persistent and/or material breach of contract (by failure to achieve the Contract Standards or otherwise);

the Authority may terminate the Contract immediately by notice in writing and may recover its losses resulting from such termination under Clause 21.5 below. The Authority may also terminate the Contract immediately by notice in writing and recover its losses resulting from such termination under clause 21.5 where it considers that any of the circumstances set out in Regulation 73, Public Contracts Regulations 2015 has arisen.

21.2 The circumstances referred to in Clause 21.1(d) are:

- (a) an application for an interim order is made pursuant to sections 252 – 253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, the Contractor's creditors; or
- (b) a petition is presented and not dismissed within 14 days or order made for the Contractor's bankruptcy; or
- (c) a receiver or similar officer is appointed over the whole or any part of the Contractor's assets or any person becomes entitled to appoint a receiver or similar officer over the whole or any part of his assets; or
- (d) the Contractor is unable to pay his debts or has no reasonable prospect of doing so, in either case within the meaning of Section 268 of the Insolvency Act 1986; or
- (e) a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against the whole or any part of the Contractor's assets and such attachment or process is not discharged within 14 days; or
- (f) she / he dies, or is adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Capacity Act 2005; or
- (g) she / he suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of their business.

21.3 The circumstances referred to in Clause 21.1(e) are:

- (a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or
- (b) a shareholders meeting is convened for the purpose of considering a resolution that it be wound up, or a resolution for its winding up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or
- (c) a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to Section 98 of the Insolvency Act 1986; or
- (d) a receiver, administrative receiver, or similar officer is appointed over the whole or any part of its business or assets; or
- (e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or

- (f) it is or becomes insolvent within the meaning of Section 123 of the Insolvency Act 1986; or
- (g) being a “small company” within the meaning of section 247(3) of the Companies Act 1985, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
- (h) any event similar to those listed at (a) to (g) above occurs under the law of any other jurisdiction.

21.4 The circumstances referred to in clause 21.1 (f) are:

- (a) a receiver or similar officer is appointed over the whole or any part of the Contractor’s assets or any person becomes entitled to appoint a receiver or similar officer over the whole or any part of the Contractor’s assets; or
- (b) the relevant regulatory body decides to intervene in the Contractor’s business; or
- (c) the Contractor suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
- (d) a receiver, administrative receiver, or similar officer is appointed over the whole or any part of its business or assets; or
- (e) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or
- (f) a petition is presented to the competent court for its winding up or compulsory liquidation (which is not dismissed within 14 days of its service); or
- (g) the partnership determines to go into a creditors voluntary liquidation; or
- (h) Insolvency proceedings are commenced in respect of the partnership.

21.5 If the Contract is terminated under Clause 21.1, the Authority shall:

- (a) cease to be under any obligation to pay the Contract Charges until the costs of the termination have been calculated, and provided such calculation then shows an amount due to the Contractor;
- (b) be entitled to reoccupy any premises and any other resources licensed or leased to the Contractor in connection with the Contract;
- (c) be entitled to use an alternative contractor to provide the Service or to provide it itself;
- (d) be entitled, in respect of any costs directly resulting from the termination of the Contract, to deduct them from any amount which would have been due to the Contractor under this or any other contract with the Contractor, or to recover them from the Contractor as a debt. Such costs shall include the reasonable costs of the Authority in terminating the Contract and making alternative arrangements for the Service and any additional expenditure incurred

by the Authority in relation to the provision of the Service throughout the remainder of the Contract Period (the Authority taking all reasonable steps to mitigate such additional expenditure);

- (e) when the total costs, resulting from the termination of the Contract have been calculated and after taking into account any deduction made by the Authority from any sum which would (but for (a) above) have been due to the Contractor, be entitled to any balance due to the Authority which shall be recoverable as a debt, or alternatively the Authority, subject to Clause 20, shall pay to the Contractor any balance due.

21.6 The rights of the Authority under this Clause are in addition to and without prejudice to any other rights or remedies the Authority may have whether against the Contractor directly or pursuant to any guarantee or indemnity. Subject to the foregoing provisions of this clause, termination of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract prior to termination.

21.7 Upon the expiry or termination of this Contract for any reason, the Contractor shall immediately return to the Authority all property (including intellectual property) belonging to the Authority and all confidential information and personal data which has come into the possession of or has been produced by the Contractor in connection with its provision of the Service; and the Contractor will co-operate with the Authority to ensure an orderly end to the provision of the Service or transition to the provision of the Service by the Authority or by another contractor (as the case may be).

## **22.0 Recovery of Sums Due to the Authority**

22.1 If any amount is payable by the Contractor to the Authority it may be deducted from the Contract Charges or any amount payable under any other contract with the Authority.

## **23.0 Force Majeure**

23.1 In this clause 23, "Force Majeure" means any event or occurrence which is outside the reasonable control of the Party concerned and which is not attributable to any act or failure to take preventative action by that Party, including epidemic or pandemic; fire; flood; violent storm; pestilence; explosion; malicious damage; armed conflict; acts of terrorism; nuclear, biological or chemical warfare; or any other disaster, natural or man-made, but excluding:

- (a) any industrial action occurring within the Contractor's or any sub-contractor's organisation; or
- (b) the failure by any sub-contractor to perform its obligations under any sub-contract (unless itself due to Force Majeure).

23.2 Neither Party shall be liable to the other for any delay in performing, or failure to perform, its obligations under the Contract to the extent that such delay or failure is a result of Force Majeure. Each Party shall use all reasonable endeavours to perform its obligations under the Contract for the duration of a Force Majeure event, but if either Party is substantially prevented from performing its obligations under the Contract for a period of three months then that party may terminate the Contract with immediate effect by notice in writing.

- 23.3 If either party becomes aware of a Force Majeure event, or the likelihood of a future Force Majeure event, it shall immediately notify the other party in writing, and the parties shall thereupon co-operate to seek to avoid the occurrence, impact, or consequences of the event.

**24.0 Notices**

- 24.1 Notices under the Contract must be in writing and may be served by either fax, electronic mail, personal delivery or recorded delivery to the addresses referred to in the Contract. Notice sent otherwise than by personal delivery shall be deemed to have been given two Working Days after it is dispatched, unless the other Party shall explicitly or implicitly acknowledge earlier receipt.

**25.0 Waiver**

- 25.1 The failure of either Party to insist upon strict performance of any provision of the Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Contract. No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing. A waiver of any right or remedy arising from a breach of the Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.

**26.0 Severability**

- 26.1 If any provision of the Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of the Contract shall continue in full force and effect as if the Contract had been executed with the invalid, illegal or unenforceable provision eliminated.



## **Special Conditions**

### **27.0 Default**

- 27.1 If the Contractor fails to carry out its obligations under this Contract ('a **default**') then the Authority may serve a notice setting out the nature of the default and, if it can be put right, the action required to put it right and the timescale within which it is to be put right. Any such timescale must be reasonable in all the circumstances ('**default notice**').
- 27.2 The service of a default notice is without prejudice to any other right or remedy which may be available to the Authority either under this Contract or at law.
- 27.3 If the Authority serves a default notice which relates to a default which can be put right then on receiving such a default notice the Contractor will take the action specified in the notice within the timescale set out at its own cost.
- 27.4 If there is any disagreement as to whether a default has occurred and/or about the action required to be taken and/or the timescale within which the action is to be taken then either party can refer the matter for resolution in accordance with Clause 20.
- 27.5 If the Contractor commits: -
- (i) A serious default; or
  - (ii) Commits a persistent default; or
  - (iii) Fails to put right a default within the timescale set out in the default notice then the Authority may either suspend the Service or terminate the Contract with immediate effect but without prejudice to the powers of the Authority to recover all reasonable amounts incurred in connection directly with such termination

### **28.0 Option to Extend**

- 28.1. At any time before 1<sup>st</sup> October 2024 the Authority may agree with the Contractor to continue to provide the Service for a further term of *two years* commencing on 1 April 2025.

### **29.0 Sustainability**

- 29.1 In providing the Services the Contractor shall meet any sustainability requirements set out in the Specification.
- 29.2 The Contractor shall comply with the provisions of its environmental policy in relation to the provisions of the Service.
- 29.3 The Authority shall monitor compliance with this clause and the provisions of Clause 5.4 will apply.
- 29.4 Throughout the Contract Period the Contractor shall make all reasonable endeavours to reduce any negative impact on the environment caused by the Service.

### 30.0 TUPE

- 31.1 It is acknowledged by the parties that the provision of the Service may constitute a relevant transfer or service provision change for the purposes of TUPE
- 31.2 For the avoidance of all doubt, the Authority does not give any warranties, indemnities or representations as to whether TUPE applies to the provision of the Service.
- 31.3 During the last year of the Contract Period the Contractor will provide to the Authority upon written request, within 5 working days and at no cost to the Authority, such information as the Authority considers necessary to disclose to potential tenderers for the future letting of this Contract relating to TUPE or any equivalent provisions then in force. Such details relate primarily to the Contractor's employees' terms and conditions of service, length of service, etc.
- 31.4 Appendix 4 contains details of all employees of the current Contractor for this Service / of the Authority who may qualify to transfer under this Contract ('**Employees**'). In circumstances where it is established that a TUPE transfer does apply, the Authority and the Contractor acknowledge that on the commencement of the Contract Period the Employees will cease to be employees of the previous Contractor and will become employees of the Contractor as if the contracts of employment had been originally entered into with the Contractor.
- 31.5 The Contractor shall from the commencement of the Contract Period:
- (a) be responsible for the payment of all salaries and provision of other benefits for all Employees;
  - (b) not for a period of 12 months from the commencement of the Contract Period adversely change or amend the terms and conditions of employment of Employees; and
  - (c) indemnify the Authority against all liability, loss, damages, injury, claims, costs and expenses awarded against the Authority as a result of the employment of the Employee by the Contractor or for the breach of any requirements of TUPE or of this Clause 31.
- 31.6. The Contractor shall ensure that employees either employed or recruited by the Contractor for the provision of the Service ('**Recruited Employees**') are subject to the following:
- (a) fair and reasonable terms and conditions and;
  - (b) pension arrangements which are no less favourable than its other Employees and meet the requirements of stakeholder pension regulations.
- 31.7 On determining the package of terms and conditions upon which Recruited Employees will be appointed, the Contractor will consult representatives of any recognised trade union or other elected representatives of the Recruited Employees where such exist.
- 31.8 Information in relation to compliance with this Clause shall be deemed to be in connection with the Service and the provisions of Clause 20 shall apply. Further, the Contractor shall provide the Authority with any information requested (including the terms and conditions of Employees and Recruited Employees) which is necessary for the Authority to monitor compliance with this Clause.

- 31.9. In the event that the Contractor transfers Employees or Recruited Employees to a sub-contractor (where permitted by the terms of this contract) the Contractor shall ensure that the terms of such sub-contract include the equivalent obligations as set out in this Clause.

## SECTION 5 THE SPECIFICATION

### Introduction

- 1.1 The cash collection service is required from the five National Park Centres, two offices and ten car parks, which are identified on the location map and schedule attached in Appendix 2 & 3.

The Contractor should note that during the summer season (April-October) the National Park Centres are staffed seven days a week between 10.00am and 5.00 pm. In the winter season (November to March), Malham, Grassington and Aysgarth National Park Centres will be open on Weekends and during School Holidays from 10.00 am to 4.00pm, Hawes will be open seven days a week from 10.00am to 4.00pm, and Reeth will be open through the summer but will not require a collection through winter. All five centres will be closed for the whole of January each year.

All the car parks have ticket machines from which cash is collected, each car park has one Parkeon Rapide contactless/coin machines, with the exception of Grassington, Aysgarth and Malham which have two each. The existing contract provides change for the National Park Centres. Both the Bainbridge and Grassington Offices and National Park Centres will have sealed bags of cash and cheques to be transferred to the bank to be paid in. All books and bags for all Centres should be returned to either the Grassington Office or Bainbridge Office.

- 1.2 Average anticipated cash collections for all sites are shown in **Appendix 1**.

### 2. Income collection

- 2.1 The Contractor shall collect:

#### ROUTINE WORK – SUMMER (1<sup>st</sup> April – 31<sup>st</sup> October)

Location	No of Weekly collections	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
<b>CAR PARKS</b>								
Aysgarth	3	✓		✓			✓	
Buckden	1	✓						
Clapham	1	✓						
Grassington	3	✓		✓			✓	
Hawes	2	✓					✓	
Horton	2	✓					✓	
Kettlewell	2	✓					✓	
Linton	0.5 (Twice a month)	✓						
Malham	3	✓		✓			✓	
Stainforth	1	✓						

<b>NATIONAL PARK CENTRES</b>								
Aysgarth NPC	1	✓						
Grassington NPC	1	✓						
Hawes NPC	1	✓						
Malham NPC	1	✓						
Reeth NPC	1	✓						
<b>OFFICES</b>								
Bainbridge	✓ (Twice a month)	✓						
Grassington	✓ (Twice a month)	✓						

#### ADDITIONAL ROUTINE SUMMER WORK – WEDNESDAYS AFTER BANK HOLIDAYS

Additional Collections on the summer bank holiday weeks, after Easter Monday, Early May Bank Holiday, Spring Bank Holiday, Summer bank Holiday. Please note an extra collection for the Queen's Platinum Jubilee on Friday 3 June for 6 car parks Aysgarth, Grassington, Hawes, Horton, Kettlewell and Malham.

Location of Car Parks	Wednesday
<b>CAR PARKS</b>	
Hawes	✓
Horton	✓
Kettlewell	✓

Queen's Platinum Jubilee 3 <sup>rd</sup> June (one off)	
<b>CAR PARKS</b>	
Aysgarth	✓
Grassington	✓
Hawes	✓
Horton	✓
Kettlewell	✓
Malham	✓

#### ROUTINE WORK – WINTER (1<sup>st</sup> NOVEMBER – 31<sup>st</sup> MARCH)

Location	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<b>CAR PARKS</b>						
Aysgarth						✓
Buckden						✓ once a month
Clapham						✓
Grassington	✓					✓
Hawes						✓
Horton						✓
Kettlewell						✓
Linton						✓ once a month
Malham	✓					✓
Stainforth						✓ once a month
<b>NATIONAL PARK CENTRES (Closed in January)</b>						
Aysgarth NPC						✓
Grassington NPC						✓
Hawes NPC						✓
Malham NPC						✓

OFFICES						
Grassington	✓ (Twice a month)					
Bainbridge	✓ (Twice a month)					

- 2.2 Income will include cash and cheques and will have been counted by National Park staff and will be handed over in a sealed bank bag which will also contain the completed paying in book. Bags and seals are to be provided by the Contractor.
- 2.3 If required, the Authority will provide the Contractor with written instructions on the techniques for emptying and replacing cash boxes before the start of the Contract. The Authority will be responsible for providing the cash boxes.
- 2.4 The Contractor shall carry out the following activities:
- a) Cash Collection, counting and banking of same, and return of bank books.
  - b) Collect audit tickets from machines which show total car park income
  - c) Replenish parking tickets as necessary. The Authority will provide stocks of tickets to the contractor. The Contractor may on agreement contract this on behalf of the Authority
  - d) Check for machine faults and report any found to Authorised Officer immediately
  - e) Deliver car park ticket audit to Authorised Officer within the working day.
  - f) Notify the Authorised Officer within one working day of any discrepancies between amount actually collected and figure on car park income ticket and provide reconciliation documentation.
- 2.5 On the last Monday or Friday of each month (as requested by the Authorised Officer) the Contractor shall also take the monthly reading of each machine and provide the reading to the Authorised Officer within one working day.
- An additional call out collection will cover a maximum of 6 or all of the sites, with the Authority giving the Contractor at least 24 hours notice, (using the rates agreed in Section 2 – Tender). It is not envisaged that this will be used except in occasional unforeseen or busy periods.

### 3. General

- 3.1 The Authority will provide the Contractor with paying in books before the start of the Contract.
- 3.2 The Contractor shall bank the income collected pursuant to Section 2 above within one working day of collection at a branch of Barclays Bank plc to be agreed between the Authority and Contractor.
- 3.3 The Contractor shall provide details of the amounts paid in such a form and at such a frequency as the Authorised Officer may require.
- 3.4 Interest may be charged at 1% above the Bank of England Base Rate on late banking (see 3.5)
- 3.5 All income collected to be stored securely, and to be transported the next working day safely and securely and credited into the bank. The reports and associated

documents for income collected must be correctly completed and promptly forwarded to the Authority.

- 3.6 A full audit trail is to be kept of all income collected from collection to banking.
- 3.7 The Contractor and its employees must adhere to all requirements set out in BS7872:2011 "Cash in Transit Services" and BS7858 "Security vetting of personnel employed in a security environment " or equivalent suitable standards.
- 3.8 The Contractor must comply with the Private Security Industry Act 2001 by ensuring all contracted staff working on this Contract are fully licensed and authorised by the Security Industry Authority
- 3.9 There will be 6 monthly review meetings between the Authorised Officer and the Contract Manager (or their nominated substitutes) on agreed dates.

#### **4. Non Routine Work**

- 4.1 At any time during the Contract Period the Authority may require the Contractor to provide additional services of a similar nature e.g. delivery of urgent documentation etc.
- 4.2 The Authority will pay for such non-routine work at the rates set out in Part B of the Form of Tender.
- 4.3 It shall be noted that if the Authority requires to include additional sites for routine collection (e.g. new car park) then this work will not be regarded as non-routine, but will be payable in accordance with Clause 8 of the Contract Conditions.

## APPENDIX 1

### ANTICIPATED AVERAGE CASH COLLECTION

These sums are given as estimates only, and purely for information.

National Park Centres (per collection):

	<b>SUMMER</b>	<b>WINTER</b>
<b>SITE</b>	<b>Cash £</b>	<b>Cash £</b>
Aysgarth Falls	250	333
Grassington	270	250
Hawes	420	470
Malham	250	320
Reeth	95	100

Car Parks (per collection):

	<b>SUMMER</b>	<b>WINTER</b>
	<b>Cash £</b>	<b>Cash £</b>
Aysgarth Falls	301	106
Buckden	81	29
Clapham	106	47
Grassington	574	221
Hawes	215	52
Horton	133	47
Kettlewell	142	54
Linton	30	16
Malham	272	104
Stainforth	22	10

Bainbridge office (per collection):

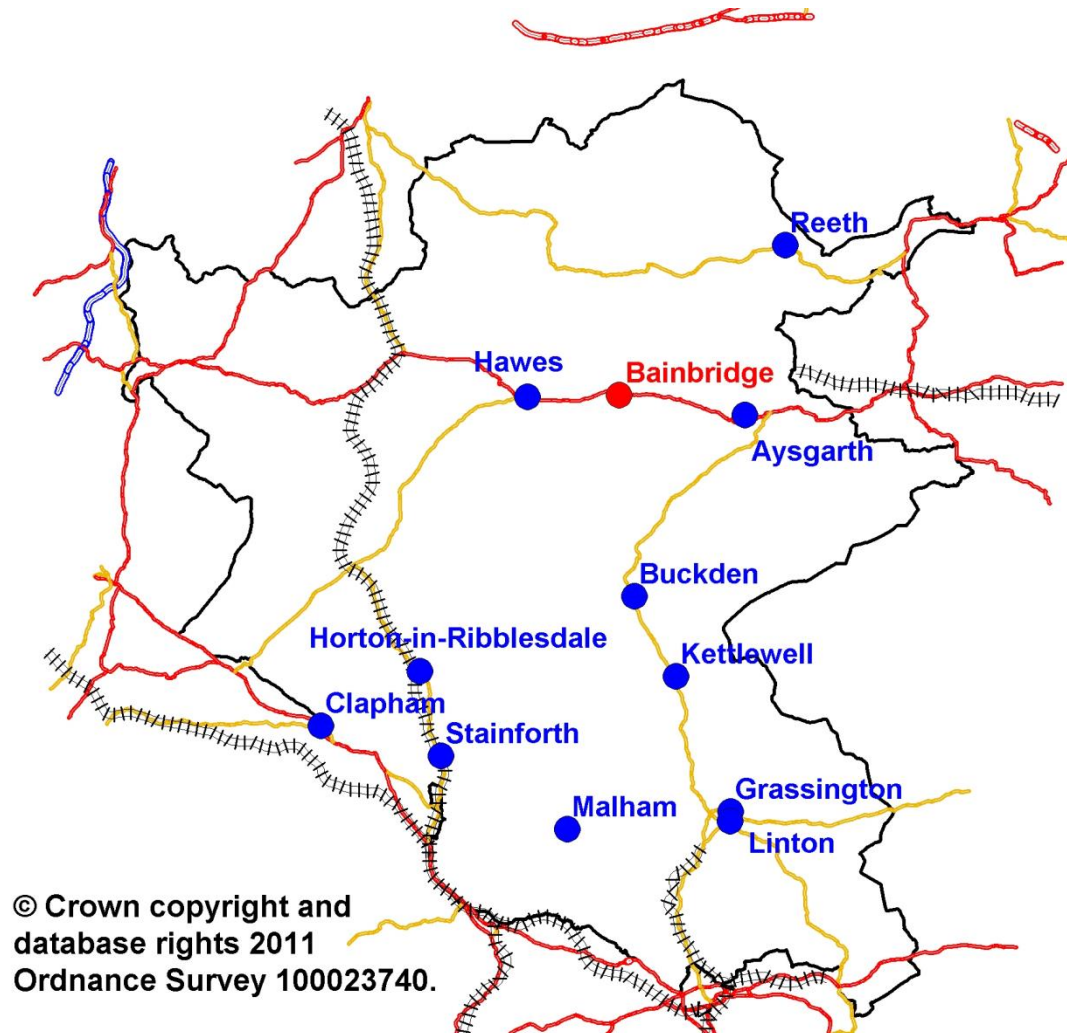
£9700 Average (mainly cheques)
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Grassington office (per collection):

£2000 Average
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**Map showing locations of Yorkshire Dales National Park Authority referred to in the specification.**

[Other place names included for location finding]





## Appendix 3

YDNPA Locations	
<b>Address</b>	<b>Postal Area</b>
<b>Aysgarth Falls</b> National Park Centre and Car Park	DL8 3TH
<b>Bainbridge</b> , Yoredale Offices	DL8 3EL
<b>Buckden</b> Car Park	BD23 5JA
<b>Clapham</b> Car Park	LA2 8EG
<b>Grassington</b> Offices, National Park Centre and Car Park	BD23 5LB
<b>Hawes</b> Dales Countryside Museum and Car Park	DL8 3NT
<b>Horton in Ribblesdale</b> and Car Park	BD24 OHD
<b>Kettlewell</b> Public Toilets and Car Park	BD23 5QZ
<b>Linton Falls</b> Car Park	BD23 6BQ
<b>Malham</b> National Park Centre and Car Park	BD23 4DA
<b>Reeth</b> National Park Centre	DL11 6SZ
<b>Stainforth</b> Car Park	BD24 9PF

## Appendix 4

### Tupe Information

(Please refer to separate document – ‘TUPE’ on this website)

Cont Service (Yrs)	Age	Job Title	1st Nov to 31st Mar		1st Apr to 31st Oct		% of working time spent on the contract	Hourly Rate	Pension Scheme	Pension (ee)%	Pension (er)%	Additional Payroll Deductions - CSA/TU Membership
			Contract Hrs	Working Pattern	Contract Hrs	Working Pattern						
21.02	59	Location Manager (YDNP)	17	any 2 from 7	34	any 4 from 7	100%	8.91	None	0	0	None
18.02	35	Casual Cash Collector (YDNP)	0	casual	0	casual	100%	8.91	None	0	0	None
19.04	64	Cash Collector/Driver	17	any 2 from 7	34	any 4 from 7	100%	8.91	People Pension	4%	3%	None
3	55	Casual Cash Collector	0	casual	0	casual	100%	8.91	None	0	0	None

## Appendix 5

### CHECKLIST FOR A COMPLETE RESPONSE

Item	Cross Reference	Provided by Tenderer (Please tick to confirm)
Quality questions complete		
References	2 Commercial, 1 Financial	
Insurance	a certificate signed by their insurance company or agents to the effect that the tenderer carries the insurance required under the contract conditions	
Pricing Schedules completed		
Form of Tender	Section 2	