

DATED:

WOKINGHAM BOROUGH COUNCIL

and

[]

AGREEMENT

for

Provision of Occupational Health Services for Wokingham Borough Council

Wokingham Borough Council
Civic Offices, Shute End
Wokingham, Berkshire RG40 1WH

THIS AGREEMENT dated the _____ is made between **WOKINGHAM BOROUGH COUNCIL** of Civic Offices Shute End Wokingham Berkshire RG40 1WH (hereinafter called "the Council") of the one part and [_____], Company No [_____] whose registered office is at [_____] (hereinafter called "the Company") of the other part

WHEREAS

1. The Council requires the provision of Occupational Health Services ("the Services") in accordance with the terms and conditions of this agreement, the Specification, the Pricing Document and all tender documents and all other appendices of this agreement.
2. The Company has agreed to provide the Services in accordance with the terms and conditions of this agreement, the Specification, the Pricing Document and all tender documents and all other appendices of this agreement.

IT IS AGREED:

1. Definitions

In this Agreement, save where the context otherwise requires, the following expressions shall have the meanings hereby assigned to them:

- 1.1 "Agreement" means the formal agreement entered into between the Company and the Council and includes the terms and conditions set out below, the Specification, the Pricing Document, all tender documents and all other appendices of this agreement, including any amendments or additions thereto.
- 1.2 "Commencement Date" means 1st April 2018.
- 1.3 "Contract Manager" means the duly authorised representative of the Company (whose name shall be given to the Council on or before the Commencement Date by the Company) for all purposes connected with this Agreement or his replacement or deputy.
- 1.4 "Contract Period" means 1st April 2018 to 31st March 2021, with the option to extend for up to a further one year, subject to satisfactory performance and mutual agreement of the parties.
- 1.5 "Company" means [_____]
- 1.6 "Council" means Wokingham Borough Council and any successor Authority.
- 1.7 "Price" means the sum paid in accordance with the Pricing Document.
- 1.8 "Pricing Document" means the documents set out in the Pricing Schedule which details the pricing structure.
- 1.9 "Report" means the quality audit report for the Services, submitted by the Company to the Supervising Officer.
- 1.10 "Specification" means the service specification, including any schedules and annexes to the Service Specification, detailed in Schedule 1 of the Invitation to Tender.
- 1.11 "Services" means those services and functions, as set out in the Specification, including any additions and amendments thereto.
- 1.12 "Supervising Officer" means Lead HR Specialist, Human Resources for the time being of the Council of Civic Offices Shute End, Wokingham, Berkshire, RG40 1WH or any person duly authorised by the Council in writing to act on the Council's behalf.

1.13 In this Agreement, unless the contrary intention appears:

- (a) words, imparting one gender, include the others;
- (b) words in the singular include the plural and vice versa;
- (c) reference to clauses, paragraphs, annexes, schedules and appendices are reference to the clauses, paragraphs, annexes, schedules and appendices of this Agreement all of which are incorporated into this Agreement.
- (d) any reference to any Act of Parliament, subordinate legislation or to any Regulation or Directive of the European Communities or the European Union shall be construed as including a reference to the same, as applied, amended or re-enacted by any subsequent such Act, subordinate legislation, Regulation or Directive as the case may be.

2. Company's Obligations

The Company shall:

- (i) provide the service with due diligence and in a good and workmanlike manner and to the reasonable satisfaction of the Council.
- (ii) carry out and complete the Services in accordance with the Specification using the skill and care and knowledge expected of an experienced provider of such Services.
- (iii) take full responsibility for the adequacy and safety of all its employees agents and contractors and for the safety of the general public whilst it is carrying out the Services.
- (iv) observe and perform the requirements of all Acts of Parliament, subordinate legislation, made under or by virtue of provisions of any Act of Parliament, and Regulations and Directives of the European Communities or the European Union for the time being in force and which relate to the Services, including compliance with any reasonable obligations which may be imposed by the Council.
- (v) comply with the provisions of this Agreement, including in particular but without limitation, the Specification.
- (vi) comply with all reasonable instructions given by the Council under or as a result of this Agreement.

3. Council's Obligations

The Council shall:

- (a) pay the Company in accordance with Clause 5 and (if applicable).
- (b) ensure that the Supervising Officer shall issue any further information or instructions necessary for the proper carrying out of the Services, including but not limited to, giving written instructions to the Company (subject to Clause 6.1) for:
 - (i) changes to the details in the Specification and
 - (ii) additional Services not set out or priced in the Specification

4. Term

The Agreement shall be from 1st April 2018 to 31st March 2021, with the option to extend for up to a further one year, subject to satisfactory performance and mutual agreement of the parties, and subject to earlier determination pursuant to Clause 19.

5. Payment

- 5.1 At the end of each month throughout the period of this Agreement the Company shall submit a Report for that month which must be approved and signed by the Supervising Officer for that period such approval and signature not to be unreasonably withheld or delayed.
- 5.2 Any additions to or omissions from the Services must be detailed in the Reports submitted under Clause 5. Any such additions or omissions must have been approved in writing in advance by the Supervising Officer.
- 5.3 Following approval of the Report the Company shall submit an invoice and the Report to the Supervising Officer for the sum agreed for the Services as calculated in the Specification. The Council shall pay a properly rendered invoice within 30 days of receipt. Subject to Clause 5.1, if the Report is not approved then the Company shall not be entitled to submit an invoice nor to be paid until such time as a Report has been approved and signed.
- 5.4 Each invoice shall include the following:
 - (a) valuation of the Services undertaken in respect of each aspect of the Agreement up to the end of each month.
 - (b) notice of errors in previous invoices.
- 5.5 In the event of failure by the Council to make payment in accordance with the terms and conditions of this Agreement the Company shall be entitled to interest on any payment overdue at a rate per annum equivalent to 4% above National Westminster Bank Base Rate ("the Base Rate") current on the date upon which such payment first becomes overdue. The Council reserves the right to make payment to the Company subject to deduction of set-off and counter-claim and without prejudice to its rights to pursue such set-off or counter claims.
- 5.6 In the event of variation in the Base Rate being announced whilst such payment remains overdue the interest payable to the Company for the period that such payment remains overdue shall be correspondingly varied from the date of each such variation.
- 5.7 In addition to the sums specified in Clause 5 the Council shall pay to the Company such Value Added Tax at the then prevailing rate as may be properly chargeable by the Company in connection with the provision of the Services. The Company shall issue a tax invoice in respect thereof.

6. Variations & Additions

- 6.1 The Council may issue instructions in writing in accordance with the Pricing Schedule to the Company requiring the Company to do all or any of the following:
 - (a) to omit and cease to perform any part or parts of the Services for such period as stated;

- (b) to perform the Services or any part of the Services on the instructions of any person authorised by the Supervising Officer;
 - (c) to perform any additional Services outside the anticipated scope of the Services as the Supervising Officer may require, subject to a written quotation from the Company agreed in advance by the Supervising Officer;
 - (d) to vary the Specification and to perform the Services in accordance with the Specification as so varied with the prior written approval of the Company such approval not to be unreasonably withheld or delayed.
- 6.2 The Company shall be bound by and shall forthwith carry out all such instructions referred to in Clause 6.1 (a) – (b) above and shall be bound by and shall forthwith carry out all instructions agreed in accordance with clause 6.1 (c) – (d) above.
- 6.3 The Council reserves the right to employ others in the performance of any additional Services whether or not the Company has indicated its willingness to carry out such Services and whether or not the Company has quoted a price for such Services.

7. Liability

- 7.1 The Company shall indemnify the Council against and hold the Council harmless from all loss, damages, injury, liability, costs (including legal costs on a full indemnity basis), fees and expenses caused by or arising as a result of any breach of this Agreement, negligence, act or omission by the Company, its employees, directors, managers, agents or contractors.
- 7.2 The Council shall not be liable for any loss or damage, howsoever arising, except for loss or damage directly arising from negligent acts or omissions of the Council, its servants or agents causing personal injury or death. Damages, arising from negligent acts or omissions, shall be limited to direct and unavoidable losses and the Company shall take all reasonable steps to mitigate such losses.
- 7.3 The Council does not warrant the truth or accuracy of any representation which may have been made to the Company prior to it entering into this Agreement.
- 7.4 The Company acknowledges that it did not rely upon any representation, made by or on behalf of the Council, when entering into the Agreement but relied upon its own investigations and enquiries.

8. Insurance

- 8.1 Without prejudice to its liability to indemnify the Council under clause 7, the Company shall take out and shall cause any sub-Contractor to take out and maintain insurance which:
- (a) in respect of liability to employees or apprentices shall comply with the Employer's Liability (Compulsory Insurance) Act 1969 and any statutory orders made thereunder and
 - (b) in respect of any other liability for personal injury or death, shall be as is necessary to cover the liability of the Company or as the case may be of any sub-Contractor which shall be for an amount not less than the sum of £5 (five) million.
- 8.2 The Company undertakes to maintain at its own cost professional indemnity insurance/ medical malpractice for a sum not less than £2 (two) million for each and every occasion

which shall remain in place throughout the term of this Agreement and a subsequent three year period from the end of the Contract Period.

- 8.3 The Company shall produce and shall cause any sub-Contractor to produce such evidence as the Council may reasonably require that the insurances referred to in Clauses 8.1(a) and (b) have been taken out and are in force at all times.
- 8.4 The Company shall take out the insurance with a reputable company based in the United Kingdom and the Council shall have the right to inspect such insurance documentation.
- 8.5 The Company shall forward copies of the certificates, together with receipts in respect of premiums paid, to the Supervising Officer on or before the Commencement Date and thereafter shall send up-to-date copies of such documents at each renewal date to the Supervising Officer.
- 8.4 The Company shall immediately notify the Supervising Officer and the Company's insurers of any happening or event which may give rise to a claim demand proceeding damage cost or charge, whatsoever arising out of this Agreement.

9. Contracts (Rights of Third Parties) Act 1999 - Contracting Out

Notwithstanding any other provision of this Agreement, nothing in this Agreement confers or purports to confer any right to enforce any of its terms on any person who is not a party to it.

10. Bribery, Corruption and Collusion

The Council shall, in addition to any other rights and remedies it may have under the Agreement, be entitled immediately to terminate this Agreement and to recover from the Company the amount of any loss resulting from such termination if:

- (a) the Company shall have offered or given or agreed to give any person any gift or consideration of any kind as inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to this Agreement or any other contract with the Council.
- (b) the like acts shall have been done by any person, employed by the Company or acting on its behalf (whether with or without the knowledge of the Company).
- (c) in relation to any contract with the Council, the Company or person, employed by it or acting on its behalf, shall have committed any offence under the Bribery Act 2010 or have given any fee or reward the receipt of which is an offence under Section 117 Local Government Act 1972 or;
- (d) the Company, when tendering fixed or adjusted amount of the tender under or in accordance with any agreement or arrangement with any other person or before the hours specified for the return of tenders:
 - (i) communicated to a person, other than the Council, the amount or the approximate amount of its tender (except where the disclosure in confidence of the approximate amount of his tender was essential to obtain insurance premium quotations required for the preparation of the tender).
 - (ii) entered into an agreement with any other person, whereby that other person would refrain from tendering or as to the amount of any tender to be submitted or

- (iii) offered or paid or gave or agreed to give any sum of money or valuable consideration directly or indirectly to any person for doing or having done, or failing to do, or causing or having caused to be done, or failed to be done in relation to any other tender or proposed tender, any act or thing of the sort described above.
- (e) the Company and its employees shall not solicit any gratuity or tip or any other form of money token or reward or charge for any of the Services provided for in the Agreement other than bona fide charges approved by the Council.
- (f) the Company shall at all times comply with the Bribery Act 2010 and will produce to the Council on reasonable notice a copy of its Policy in this respect.

11. Data Protection

11.1 The Company shall take appropriate technical and organisational measures, including (but without prejudice to the generality of the foregoing) such specific measures as may be directed by the Supervising Officer, against any authorised or unlawful processing of personal data (as defined in the Data Protection Act 1998 as amended, or the General Data Protection Regulations) and against accidental loss or destruction of, or damage to, personal data.

11.2 The measures taken must ensure a level of security appropriate to (a) the harm that might result from such unauthorised or unlawful processing or by accidental loss destruction or damage to such personal data and (b) the nature of such data to be protected.

11.3 The Company shall take reasonable steps to ensure the reliability of any employees of the Company who have access to such personal data.

11.4 The Company shall in relation to this contract process personal data only under instructions given by or on behalf of the Council and by no other person.

11.5 The Company shall indemnify Council against any consequences accruing to the Council arising directly or indirectly from any breach of this clause by the Company.

12. Assignment

The Company shall not assign or subcontract its obligations under this Agreement in whole or in part or any interest therein without prior written consent from the Council.

13. Industrial Action

The Company shall:

- (a) ensure that in the event of industrial action by the Company's employees, agents or contractors it remains the Company's responsibility fully and properly to meet all the requirements of the Agreement.
- (b) inform the Supervising Officer immediately of any impending or actual disputes which may effect the Company's liability to carry out the Services.

14. Settlement of Disputes

14.1 When the Council or the Company require a dispute or difference to be referred to arbitration, either the Council or the Company shall give written notice to the other to such effect and such dispute or difference shall be referred to arbitration and final decision of a person to be agreed between the parties as the Arbitrator or upon failure to agree the Arbitrator within 14 days after the date of the aforesaid written notice, of a person to be

appointed as the Arbitrator (on the request of either the Council or the Company) by the Centre for Dispute Resolution (CEDR) 35 Norwich Street London EC4A 1EJ or the President of a relevant body which might be able and willing to provide a suitable expert.

- 14.2 The Arbitrator shall without prejudice to the generality of his powers have power to rectify the Agreement so that it accurately reflects the true agreement made by the Council and the Company to direct such measurements and/or valuations as may in his opinion be desirable in order to determine the rights of the parties and to ascertain and award any sum which ought to have been the subject of or included in any certificate and to open up review and revise any certificate opinion decision requirement or notice which has been given.
- 14.3 The award of such Arbitrator shall be final and binding on the parties.
- 14.4 If before making his final award the Arbitrator dies or otherwise ceases to act as the Arbitrator the Council and the Company shall forthwith appoint a further Arbitrator or upon failure so to appoint within 14 days of any such death or cessation then either the Council or the Company may request the appointment of another arbitrator in accordance with Clause 14.1 Provided that no such further Arbitrator shall be entitled to disregard any direction of the previous Arbitrator or to vary or revise any award of the previous Arbitrator except to the extent that the previous Arbitrator had power so to do with the agreement of the parties and/or by the operation of law.

15. Information and Audit

At any time during the term of the Agreement the Council may request and the Company shall provide any information, data and copy documentation ("information") (including but not limited to information about the workforce used in providing the Services under the Agreement) used in, under or as a result of, the Agreement and provision of the Services. The Company shall at all times maintain and keep true and accurate accounts and records and shall make the same available for inspection at all reasonable times by the Council upon reasonable notice given by the Council.

16. Confidentiality

- 16.1 The Company and the Company's employees agents and contractors shall regard as confidential and shall not disclose to any person, other than the Council's employees, agents, contractors or clients and any other person, authorised by the Council, any information acquired by the Company or the Company's employees, agents and contractors in, or in connection with, the provision of the Services. The Company shall indemnify the Council for any losses or claims arising from breach of this clause.
- 16.2 This Agreement, the Specification, the Pricing Document and other appendices of this Agreement and amendments thereto and any information, supplied in computer-readable form or hard copy (and any copies of them), are and shall remain the property of the Council and must be returned on demand. The Council may ask that any such documentation or information be destroyed rather than be returned and in this case the Company will supply a certificate confirming such destruction to the Council.
- 16.3 The Company hereby acknowledges that the Council has and owns the copyright in the Agreement, the Specification and in any software specifically developed during this Agreement in order that the Services may be provided at any time.

- 16.4 The Company shall upon request provide the Council at no cost to the Council with copies of all software parameter files and other data or information required to perform the Services in the form and format used by the Company, if the Council requests and pays the Company's reasonable costs of any necessary changes, the Company will change the form and format of such information in such manner as may be agreed.
- 16.5 At the end of the Agreement, whether by effluxion of time or otherwise, the Company will at no cost to the Council give the Council a copy of such software, files, data and information as may be necessary for the Services to continue to be carried out. The Company will also grant the Council a non-exclusive licence in perpetuity for the Council and whosoever the Council may appoint from time to time to continue to use all software, data, information and other intellectual property rights, as may be necessary to provide the Services or similar services.

17. Freedom of Information

1. The Company hereby agrees with the Council as follows:

- (a) That the Company will render to the Council all necessary assistance to enable the Council to comply with its obligations in The Freedom of Information Act 2000 ("the Act") or The Environmental Information Regulations 2004 ("the Regulations") including complying with any requirements of the Information Commissioner made pursuant to the Act or the Regulations where such assistance is required to enable the obligations to be complied with.
- (b) Without prejudice to the generality of the foregoing sub-clause that the Company will within 7 days of being required to do so in writing by the Council, the Supervising Officer or equivalent supply to the Council such information belonging to the Council, as may be held by the Company on behalf of the Council (as contemplated in Section 3 of the Act or as the case may be or in Regulation 3 of the Regulations) where such information is required to enable the Council to comply with a request for information made pursuant to the Act or the Regulations and to indemnify the Council in respect of any costs and expenses which the Council may incur by reason of any failure of the Company to comply with the requirement contained in this sub-clause.
- (c) Any information which the Council may lawfully be required to communicate to any person under the provisions of the Act or the Regulations may be communicated accordingly by the Council, notwithstanding any provision in this Contract, prohibiting the disclosure of any information or document on the grounds of confidentiality or otherwise and, accordingly, the Council shall incur no liability and the Company shall have no claim or remedy against the Council by reason of any such communication of information.

2. The Company hereby further agrees with the Council as follows:

- (a) The information identified in the Specification and Pricing Document schedules hereto, whether information contained within this Contract or any preliminary tender or other ancillary documentation, is information which the Company regards as being a trade secret or information, the release of which would or would be likely to prejudice the commercial interests of the Company, or information disclosure of which would constitute an actionable breach of confidence within the meaning of

the Freedom of Information Act 2000 ("the Act"), or is commercially confidential, or within the meaning of the Regulations.

- (b) In the event that a request for such information or involving the disclosure of such information is made to the Council under the provisions of the Act or the Regulations, the Council will, to the extent permitted by any code of practice issued under Section 45 of the Act for the time being in force or to the extent permissible under the Regulations, notify the Company that the request has been made, inviting the Company to make any representations to the Council on the question of whether or not the relevant information should be disclosed. The Council shall also advise the Company of the date by which, pursuant to Section 10 of the Act or the corresponding provision in the Regulations, it appears that the information should be communicated to the person making the request or disclosure refused ("the statutory deadline").
- (c) In determining whether or not in its opinion the information constitutes a trade secret or information disclosure, of which would or would be likely to prejudice the commercial interests of the Company, or is information disclosure of which will constitute an actionable breach of confidence, or is legally protected as being commercially confidential for the purposes of the Regulations the Council, shall take account of any representations made by the Company to the Council a reasonable time before the expiry of the statutory deadline, but shall not be bound by any such representations. The Company acknowledges that the public interest test, which falls to be performed in accordance with Section 2 of the Act (where relevant) and Regulation 12 of the Regulations, must be performed exclusively by the Council.

18. Health and Safety

The Company shall observe and perform all of its obligations arising under the Health and Safety at Work Act 1974 and all relevant subordinate legislation made thereunder.

The Company shall indemnify the Council against any consequences accruing to the Council, arising from any breach or non-observance of any of the obligations of the Company, set out in this clause.

19. Waiver

Failure by either party at any time to enforce the provisions of the Agreement or to require performance by the Company of any of the provisions of the Agreement shall not be construed as a waiver of any such provision and shall not affect the validity of the Agreement or any part thereof or the right of either party to enforce any provision in accordance with its terms.

20. Severance

If any provision of the Agreement shall become or shall be declared by any court or competent jurisdiction to be invalid or unenforceable in any way, such invalidity or unenforceability shall in no way impair or affect any other provisions all of which shall remain in full force and effect.

21. Termination

- 21.1 The Company may terminate the Agreement by 30 (thirty) days notice to the Council, if any payment, properly due to be made under this Agreement, has not been paid within 30

(thirty) days of its due date for payment or if the Council commits any material breach of this Agreement.

21.2 The Council may by notice to the Company forthwith terminate the employment of the Company under this Agreement, if the Company shall make default in any one or more of the following respects:

- (a) if the Company, without reasonable cause fails to proceed diligently with the Services or fails to comply with any notices, or wholly suspends the carrying out of the Services.
- (b) if the Company becomes bankrupt, or makes any composition or arrangement with its creditors, or if it is a company, has a proposal for a voluntary arrangement for a composition of debts or scheme of arrangement approved in accordance with the Insolvency Act 1986, or has an application made under the Insolvency Act 1986 and any subsequent act or amendments to the Court for the appointment of an administrator, or has a winding up order made, or (except for the purposes of reconstruction) a resolution for voluntary winding up passed, or a receiver or manager of its business or undertaking duly appointed, or has an administrative receiver, as defined in the Insolvency Act, appointed, or has possession taken by or on behalf of any creditor of any property, the subject of a charge.
- (c) if the Company commits any breach pursuant to Clause 10.
- (d) If the Company commits any material breach of this Agreement, provided always that the right of termination shall be without prejudice to any other rights or remedies which the Council may possess.
- (e) If the Company commits a remedial breach and, after the serving of a Notice by the Council, the Company fails to remedy the same within 30 days of receipt of the Notice.

21.3 In the event of the Council terminating the Agreement, as aforesaid, the Company shall immediately cease the Services and the Council shall not be bound to make any further payment to the Company.

22. Rights on termination

22.1 Termination shall operate without prejudice to any right of action or remedy of either party against the other in respect of any antecedent breach of any of the obligations contained in this Agreement.

22.2 Upon termination, in addition to any other consequences, as are set out in this Agreement:

- (a) the Company shall forthwith cease to perform any of the Services and
- (b) except where the Agreement is terminated in accordance with Clause 20.1, the Company shall fully and promptly indemnify the Council in respect of the cost of causing to be performed such Services as would have been performed by the Company during the remainder of the Contract Period to the extent that such cost exceeds such sums as would have been lawfully payable to the Company for performing such Services. The Council shall be at liberty to have such Services performed by any persons (whether or not servants of the Council) as the Council shall in its absolute discretion think fit and shall be under no obligation to employ the least expensive method of having such Services performed, however, due care shall be taken to ensure that value for money is obtained from any such Services.

23. Notice

Where any provision of this Agreement requires a party to give notice to the other, it shall be deemed to have been properly served, if:

- (a) in the case of the Council, it is sent by first class post to its office at Shute End, Wokingham, Berkshire, RG40 1WH or handed to the receptionist at that address and in all cases marked for the attention of the Supervising Officer and
- (b) in the case of the Company, it is sent by first class post to its registered office or, if different to the address shown in this Agreement, is handed in at such address for the attention of the managing director; notices shall be deemed served three days after they have been posted in the case of service by post or at the time of delivery in the case of personal service.

24. Equality

Not by any act or omission to directly or indirectly discriminate victimise harass or otherwise contravene any provision or provisions of the Equality Act 2010 or cause suffer or permit (whether by any one or more employees of the Company or otherwise) any direct or indirect discrimination or victimisation or harassment to take place in connection with the business of the Company and the performance of the Services.

The Company shall adopt an appropriate and reasonable policy in its capacity as an employer for all matters relevant to the compliance by the Company with its obligations under the provisions of any of the said equality enactments and shall send a copy thereof to the Council forthwith after it shall have been adopted.

The Company shall comply with any code of practice issued under the provisions of any of the equality enactments insofar as any such code is relevant to this contract.

The Company shall not inhibit but shall give the Council all reasonable assistance in discharging its duties to promote equality and to have regard to the elimination of any discrimination victimisation or harassment prohibited by any of the said equality enactments where relevant to this contract.

25. Human Rights

Not to do or omit to do anything which may be incompatible with a Convention right (as defined by Section 1 of the Human Rights Act 1998) or otherwise act or omit to act in a manner entitling any person to institute any proceedings against the Council as a public authority for any remedy pursuant to the said Act and to indemnify the Council against any damages awarded or any other costs or expenses for which the Council shall become liable for pursuant to the said Act insofar as the same may be payable in consequence of the Company's failure to observe the requirements of this clause.

26. Miscellaneous

- 23.1 The Council may at any time set off any money due to the Council from the Company against any money due from the Council to the Company whether under this Agreement or otherwise.
- 23.2 Each party shall bear their own costs of and incidental to the preparation of this Agreement.

23.3 This Agreement shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

23.4 Notwithstanding any other provision in this contract the Council accepts no liability whatsoever for information disclosed under the Freedom of Information Act 2000.

IN WITNESS whereof the hands of the parties hereto the day first before written

THE COMMON SEAL OF WOKINGHAM BOROUGH COUNCIL

was hereunto affixed

in the presence of:

SIGNED AS A DEED ON BEHALF of

[] by:

.....

Director

in the presence of:

Witness's name:

Witness's address:

Witness's signature: