



CONTRACT

Between

The Mayor and Burgesses of the London Borough of Lambeth

And

[name of Service Provider]

THE CONTRACT

The Contract shall comprise the following:

A. The Conditions of Contract comprising:

- 1 Appointment
- 2 Definitions & Interpretations
- 3 Contract Term
- 4 Status of the Service Provider
- 5 The Service Provider's Representative
- 6 The Service Provider's obligations
- 7 Responsible Procurement and Social Value
- 8 Conflict of Interest
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CONTRACT FOR [brief summary of services to be provided by [name of Service Provider]

THIS CONTRACT is made the.....day of.....

BETWEEN

- (1) [Name of company] whose address for service within the jurisdiction of the courts of (England and Wales) is [....] (the Service Provider)

AND

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

(each a 'Party' and together 'the Parties')

1 Appointment

- 1.1 The Council wishes to commission the service provider to provide [...] in accordance with the Conditions, the Service Specification, Schedules and Appendices herewith.

(CONDITIONS OF CONTRACT)

2 Definitions & Interpretations

2.1 Definitions

Authorised Officer means	..., whose contact details are listed in Appendix 2, or any person whose name has been notified in writing by or on behalf of the Council to the Service Provider in accordance with Condition21
Commencement Date	shall be the date the Service Provider first delivers the Services to the Council
Contract	means the Contract entered into by the Council and the Service Provider embodied in the Conditions of Contract and the Contract Documents
Contract Documents	means the Terms and Conditions of Contract, the tender documents and any submissions made by the Service Provider together with the schedules and appendices
Contract Standard	means such standards as complies in each and every respect with all relevant provisions of the Contract Documents and where to the extent that no criteria are stated in the Contract the standard is to be to the entire satisfaction of the Authorised Officer and in any event to the following standards: <ul style="list-style-type: none">in a good, safe and efficient manner in accordance with good practice and highest professional standards

	<ul style="list-style-type: none"> ▪ in accordance with all relevant provisions of the Contract Documents; ▪ in accordance with all applicable statutes, statutory instruments, rules, regulations and bye-laws; ▪ in a manner which shall not cause the image and reputation of the Council to be diminished in any way; ▪ in accordance with all applicable standards including the British Standards Institute and equivalent EC standards;
Council	means the Council of the Mayor and Burgesses of the London Borough of Lambeth, Lambeth Town Hall, Brixton Hill, London SW2 1RW
Data Protection Law	means the General Data Protection Regulations 2018 (GDPR), the Data Protection Act 2018 (DPA), and all applicable law about the processing of personal data and privacy;
Force majeure	<p>means:</p> <ul style="list-style-type: none"> ▪ acts of war ▪ acts of God ▪ decrees of Government ▪ change of law ▪ riots ▪ civil commotion; and ▪ any event or circumstance beyond the control of, or unpreventable by, the affected party other than any labour dispute between the Service Provider and his staff or the failure to provide the Services by any of the Service Provider's sub-contractors.
Instruction	means a written order to provide the Services or any part thereof as described therein;
London Living Wage	shall mean the most recently identified London Living Wage hourly figure (or equivalent set figure(s)) published from time to time by the Greater London Authority or any successor body with responsibility for setting this figure,
Schedules	mean the Schedules and appendices attached to these Conditions
Services	means the works and Services required to provide the outcomes set out in the Specification at Schedule 1 and which are to be delivered by the Service Provider
Service Provider	has the same meaning as means [name of service provider] and its staff, agents and sub-contractors

Service Provider's Representative	means the person who is to represent the Service Provider appointed pursuant to Condition 5, whose contact details are listed in Appendix 2.
Service Provider Employees/Staff	means all directors, officers, employees, agents, consultants and Service Providers of the Service Provider and/or of any Sub-Service Provider engaged in the performance of its obligations under this Agreement
Social Value	means measures that help to improve the economic, social and environmental well-being of the area in which the Services are delivered.
The Tender Brief	sets out the outline specification of the Services
Term	means the period the Services shall be provided by the Service Provider from the Commencement of the Services to the completion of all work required under the Contract.
TUPE	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended)
Variation	has the meaning ascribed to it in Condition 28

2.2 Interpretation

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

3 Contract Term

- 3.1 This means the period from [.....] to [.....] unless terminated in accordance with Condition 24 of this agreement.
- 3.2 The Council gives no guarantee and accepts no liability in respect of the volume or value of work. Instructions or orders which will be placed by the Authorised Officer or other officer during the term of the contract.
- 3.3 This Contract does not constitute an exclusive agreement between the parties and the Council shall be entitled to employ other persons to provide the Services.

4 Status of the Service Provider

- 4.1 During the Term the Service Provider shall be an independent Service Provider and not an employee of the Council and the Service Provider must not represent to anyone, nor allow any of his employees or agents to represent to anyone, that they are agents or servants of the Council.

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

5 The Service Provider's Representative

- 5.1 The Service Provider shall appoint a senior person as a representative empowered to act on behalf of the Service Provider for all purposes connected with the Contract. Any notice, information, Instruction or other communication given to the Service Provider's Representative shall be deemed to have been given to the Service Provider.
- 5.2 The Service Provider shall forthwith give notice in writing to the Authorised Officer of the identity, address and telephone numbers of any person authorised to act for any period as deputy for the Service Provider's Representative and when such deputy ceases to be so authorised.
- 5.3 The Service Provider shall ensure that the Service Provider's Representative, or a competent deputy authorised by the Service Provider, is present at all work-places of the Service Provider, where work in connection with the Services is being carried out, and available to meet the Authorised Officer or representatives at all reasonable times.

6 The Service Provider's obligations

- 6.1 During the Term the Service Provider shall devote such of his time, attention, and abilities to the provision of the Services as required in these Conditions and Schedules.
- 6.2 The Service Provider shall comply with the reasonable direction of the Authorised Officer and use his best endeavours to provide the Service.
- 6.3 The Service Provider shall at all times comply with the requirements of the Health and Safety at Work, etc Act 1974 and any other statutes or regulations etc pertaining to health and safety. The Service Provider shall also ensure, so far as is reasonably practicable, that members of the public, the Council's servants, agents and contractors are not exposed to risks to their health or safety.
- 6.4 The Service Provider agrees that the Council shall own all reports and other documents and all other intellectual property produced by the Service Provider under this Contract and shall own all publication rights. The Service Provider shall indemnify the Council against all costs and damages associated with infringements of intellectual property rights in relation to the Services provided by the Service Provider.
- 6.5 The Service Provider shall, at all times during the Term, assign to the Services sufficient, qualified and experienced servants and agents to ensure that the Services are provided in accordance with the Contract Standard.
- 6.6 The Service Provider shall as may be necessary or desirable co-operate, liaise with and co-ordinate its activities with those of any other Service Provider or sub-contractor employed directly or indirectly by the Council and shall provide the Services in harmony with and at no detriment to any other service provided by, or on behalf, of or to the Council. If the Service Provider or its servants or agents default in complying with this Condition then any consequent costs, expenses, liabilities or damages incurred by the Council, may be deducted from any sums due or to become due to the Service Provider

under this Contract or shall be recoverable from the Service Provider by the Council as a debt.

- 6.7 The Service Provider, upon the formation of the Contract and at all times throughout the Contract Term, warrants and represents to and undertakes with the Council in the terms set out in the Service Provider's Tender Submissions.

7. Responsible Procurement and Social Value

- 7.1 The Service Provider shall endeavour to seek to deliver Social Value through the provision of the Services and shall assist the Authorised Officer in capturing and measuring the Social Value so delivered.
- 7.2 The Service Provider shall pay its staff engaged or employed in the provision of the Services and shall endeavour to ensure that all subcontractors pay all of their staff who are so engaged whichever is the higher of the London Living Wage and the market rate of wages or salary for that member of staff.
- 7.3 The provider makes a commitment to be accredited to the Living Wage Foundation over the lifetime of the contract.
- 7.4 The Service Provider agrees to assist the Council in respect of combatting fraud and corruption perpetuated by employees abusing their position and by others who may attempt to obtain the Council's assets or services to which they are not entitled. If the Council has any suspicions in this regard, it should seek advice from the Council's Internal Auditor service.
- 7.5 The Service Provider shall have adequate procedures in place to prevent fraud, bribery, money-laundering and corruption in line with legislation including, but not limited to, the Terrorism Act 2000, the Proceeds of Crime Act 2002, and the Bribery Act 2010.
- 7.6 The Service Provider shall implement adequate procedures, policies and rules on corporate entertainment and gifts, and shall ensure that its staff receives training in relation to those policies and rules.
- 7.7 The Service Provider shall comply with the Modern Slavery Act 2015 and shall have and shall maintain in place throughout the Contract Term a whistleblowing policy for its staff and sub-contractors to inform on any suspected breach of the procedural requirements of the Act.
- 7.8 The Service Provider shall comply with the conditions of employing foreign nationals under the Asylum and Nationality Act 2006.
- 7.9 The provider to commit to and demonstrate that its employees are free to join a trade union and not be unfairly for belonging to one.
- 7.10 Breach of any of Clauses 7.4 through 7.8 will usually constitute a breach incapable of remedy within the meaning of Clause 24.2(a) justifying immediate termination but the Authorised Officer may deem it capable of remedy within his absolute discretion and only if it is lawful to do so.

8 Conflict of Interest

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

9 Confidentiality

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

10 Indemnity

- 10.1 The Service Provider shall indemnify and keep indemnified the Council from and against any and all loss, damage or liability (whether criminal or civil) suffered [and legal fees and costs incurred] by the Council resulting from a breach of this Contract by the Service Provider including but not limited to:

- (a) any act, neglect or default of the Service Provider or its servants or agents; and
- (b) breaches in respect of any matter arising from the supply the Services resulting in any successful claim by any third party

- 10.2 The Council shall not be liable to the Service Provider for the death of or injury to the Service Provider or its servants or agents or loss or damage to the Service Provider's property unless due to the negligence of the Council or its servants or agents.

- 10.3 Neither Party excludes or limits its liability (if any) to the other Party:

- a) for breach of its obligations arising under Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982;
- b) for personal injury or death resulting from its negligence;
- c) for any matter for which it would be illegal for it to exclude or to attempt to exclude its liability; or for fraud

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

11 Insurance

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

- (a) Employers' liability of £10,000,000 (ten million)
- (b) Public liability of £5,000,000 (five million)
- (c) Professional indemnity of £2,000,000 (two million)

- 11.2 The Service Provider shall provide the insurance policies to the Authorised Officer on request.

12 Data Protection and Freedom of Information

- 12.1 For the purposes of the Services, the Council is referred to as Controller and the Service Provider is referred to as Processor. The Service Provider warrants that it will lawfully process data in accordance with Data Protection Law as detailed in Appendix 4, below.
- 12.2 The Council has a number of obligations under the Freedom of Information Act 2000 to provide information of its functions where a person has made a request, unless the Freedom of Information Act 2000 exempts the requested information from such provision. The Service Provider and his sub-contractors shall co-operate with the Council in respect of any request affecting or related to the provision of the Services by among other things providing written responses to requests as required by the Authorised Officer.
- 12.3 The Council is obliged by the Local Government Transparency Code issued by the Secretary of State under the Local Government (Transparency Requirements) (England) Regulations 2014 to publish contracts (worth more than £5,000) in their entirety, subject to redaction of commercially sensitive information, confidential information, intellectual property and data protection. The Service Provider agrees that the Council may publish this Contract in its entirety and also publish performance data subject to the Council considering and properly applying those qualifications.

13 Equal Opportunities

- 13.1 The Service Provider shall use all reasonable endeavours to comply with all statutory provisions, statutory instruments, rules, regulations and bye-laws relating to equality and discrimination including, but not limited to, the Equality Act 2010 and shall take all reasonable steps to ensure that its employees or agents do not discriminate against any person because of their sex, marital status, colour, race, nationality or ethnic origin, or on the grounds of their disability.
- 13.2 In the event that any finding of unlawful discrimination by the Service Provider during the Contract Period, or of an adverse finding in any formal investigation, the Service Provider shall inform the Council of this finding and the steps it proposes to take to prevent repetition of the unlawful discrimination.
- 13.3 The Service Provider shall provide such information as the Council may reasonably request for the purpose of assessing the Service Provider's compliance with this Condition 13.

14 Disclosure and Barring

- 14.1 The Service Provider warrants that he is a fit and proper person to undertake the Services.
- 14.2 The Service Provider warrants that where the Services require the Service Provider to come into regular contact with children or vulnerable adults, he and his staff and sub-contractors will comply with the requirements of the Disclosure and Barring Service and will have undertaken appropriate criminal records etc checks and that the results of those checks were satisfactory.
- 14.3 The Service Provider shall provide copies of any of its staff's criminal records etc check to the Authorised Officer on request, albeit with any Personal Data redacted.

15 Policy documents

- 15.1 The Service Provider shall ensure that its staff are fully conversant with and abide by all of the Council's policies which are relevant to the performance of the Services and which are provided to the Service Provider by the Council from time to time.

16 Complaints in Respect of Service Provision

- 16.1 The Service Provider shall instigate a robust system for dealing with complaints from members of the public, Council officers and members.
- 16.2 The Service Provider shall deal with any complaints received from whatever source in a prompt, courteous and efficient manner and shall keep a written record of all complaints received and of the action taken in relation to such complaints. Such records shall be kept available for inspection by the Authorised Officer at all reasonable times. The Service Provider shall notify the Authorised Officer forthwith in writing of all complaints received and of all steps taken in response thereto.
- 16.3 Where the Authorised Officer receives any information or complaint about an Employee of the Service Provider in connection with the Services, he may direct that the Employee in question is withdrawn from engagement in the Services pending an investigation if in his opinion such a direction is required to maintain the confidence of the Council and/or Service Users in the performance of the Services. The Council shall not be responsible for any costs or loss arising from such a direction

17. Disputes

- 17.1 If any dispute or difference arises out of this Contract the parties shall meet and attempt to resolve all such disputes or differences. If within 30 days such disputes or differences cannot be resolved then the parties with the assistance of the Centre for Dispute Resolution seek to resolve the dispute or difference amicably by using an alternative dispute resolution (ADR) procedure acceptable to both parties.
- 17.2 If either party fails or refuses to participate in the ADR procedure or in the event the dispute or difference is not resolved to the satisfaction of both parties within 30 days after it has arisen, the dispute or difference shall be referred to a sole arbiter appointed under the Rules of the Chartered Institute of Arbitrators.
- 17.3 Nothing in this Clause 17 shall operate to prevent either Party taking legal action in the courts should they consider that ADR will not adequately protect or vindicate their position

18 Best Value & Policy Themes

- 18.1 The Service Provider shall fully and in good faith cooperate with the Authorised Officer in delivering continuous improvement to the Services provided under this Contract in line with the Council's duties under the provision of the Local Government Act 1999. These duties include the obligation to make arrangements for continuous improvement in the way in which its functions are exercised. The Service Provider shall assist and co-operate with the Council and its partners in any general audit made under the Local Government Act 1999 and the Local Government and Public Involvement in Health Act 2007.

19 Committee Meetings and other meetings

- 19.1 The Service Provider shall, when required attend Council and committee meetings, meetings of the Executive, meetings with members of task forces and other meetings, including but not limited to Scrutiny Committees. When required the Service Provider

shall supply written reports to committees, the Executive and other bodies with the Council. If questions are asked of the Service Provider at such meeting the Service Provider shall answer truthfully and accurately and shall use his best endeavours to include all relevant matters either orally at the meeting or at such a time as may be directed by the committee or other body.

20 The Council's obligations

20.1 In consideration of the services rendered by the Service Provider under this Contract the Council shall pay the Service Provider in accordance with Appendix 3.

20.2 The Council shall provide clear and accurate instructions to the Service Provider and shall take all reasonable measures to assist the Service Provider to provide the Services to the Contract Standard.

21 The Council's Authorised Officer

21.1 The Authorised Officer shall be the [enter job title] or such other person nominated in writing by the Council from time to time to act in the name of the Council for the purposes of the Contract.

21.2 From time to time the Authorised Officer may appoint one or more representatives to act for him/her generally or for specified purposes or periods. Immediately any such appointment is made, the Authorised Officer shall give written notice thereof to the Service Provider.

21.3 The Authorised Officer and his/her deputies shall be entitled to monitor the performance of the Services.

21.4 If any clarification of the powers and duties of individual officers is required by the Service Provider then this shall be sought in writing from the Authorised Officer.

22 VAT

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

23 Monitoring of the Contract

23.1 The Council and the Service Provider shall together complete an initial Contract Implementation Review Form 90 days after the Commencement Date and at reasonable intervals thereafter.

23.2 Each review shall test the provision of the Services against any Key Performance Indicators and in respect of Social Value. Any failure to achieve the Key Performance Indicators shall be regarded as a default. The Key Performance Indicators shall be formed by agreement between the Service Provider and the Council based on the Contract Documents.

23.3

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

24 Termination

24.1 The Council reserves the right to terminate this Contract by giving the Service Provider 90 days' notice in writing. In the event that the Contract is terminated pursuant to this condition then the Council will not be obliged to pay to the Service Provider any further sums other than sums owing for Services rendered.

24.2 The Council may terminate the Contract forthwith if:

- (a) It is of the opinion that the Service Provider has failed to perform the Services specified in the Contract or has failed to do so to the Contract Standard and that such failure is incapable of remedy.
- (b) It is of the opinion that the Service Provider has failed to remedy a failure to perform the Services or has failed to remedy a failure to provide the Service to the Contract Standard including the standard required by the Schedules or these conditions of Contract in the time required to remedy such failure as expressed in writing to the Service Provider .
- (c) It is of the opinion that the Services have not been provided at the time set out in the Schedules and the Authorised Officer reasonably considers either that time is of the essence or that the nature of the Services justifies termination without affording the Consultant an opportunity to remedy its default.
- (d) The Service Provider or any employee of the Service Provider or any person acting on behalf of the Service Provider has:
 - I. given any fee or reward the receipt of which is an offence under sub-section (2) of Section 117 of the Local Government Act 1972;
 - II. at any time during the tendering process (i.e. from the date of the publication of the notice seeking expressions of interest to the date of the award of the Contract), directly or indirectly canvassed any member or official of the Council concerning the acceptance of any proposal in respect of the Contract;
 - III. directly or indirectly obtained or attempted to obtain information from any member or official of the Council concerning any other proposal submitted by any other person in respect of the formation of the Contract;
 - IV. committed, or attempted to commit, or failed to prevent, any offence under, but not limited to, the Acts of Parliament listed in Condition 7.
- (e) The Service Provider compounds or arranges with his creditors whilst insolvent or is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986.
- (f) A mortgagor take possession of the whole or a substantial part of the Service Provider's property or assets or an administrator is appointed to the same.
- (g) An order is made, or a resolution passed, for the winding up of the Service Provider.

TUPE

24.3 The Service Provider acknowledges its duties and obligations under TUPE and agrees to provide all of the information it is required to provide under TUPE upon request by the Council during the term of the contract and shall not during the period of three months prior to the date of termination of the Services:-

- (a) Undertake a reorganisation of staff employed in performance of the Services (whether by way of recruiting additional employees, dismissing or re-deploying staff or otherwise), other than in accordance with a scheme which has been submitted to and approved in writing by the Council;
- (b) Award any pay rise, which exceeds the annual rate of inflation without first having obtained the written consent of the Council; or
- (c) Agree or implement any alteration to the terms and conditions on which staff are employed in provision of the Services without first having obtained the written consent of the Council.

25 Termination consequences

25.1 In the event of the Contract being terminated for the reasons contained in Condition 24.2 above the Council will:

- (a) cease to be under any obligation to make further payment until the costs, loss and/or damage resulting from or arising out of the termination of the Service Provider's engagement shall have been calculated; and
- (b) be entitled to employ and pay other persons to provide and complete the provision of the Services or any part thereof; and
- (c) be entitled to deduct from any sum or sums that would but for this Condition have been due from the Council to the Service Provider under this Contract or any other contract or agreement, or be entitled to recover the same from the Service Provider as a debt, together with any consequent loss or damage to the Council. Such loss or damage will include the reasonable costs to the Council of the time spent by its officers in terminating the Contract, and in making alternative arrangements for the provision of the Services or any part thereof; and
- (d) calculate the cost of any loss and/or damage and other costs arising from the Council's termination of the Contract and deducts the same from any sum or sums, which may otherwise be due to the Service Provider. The Council will pay to the Service Provider any balance shown as due to the Service Provider or if appropriate will recover any balance shown due to the Council as debt.

25.2 The rights of the Council under this Condition are in addition to and without prejudice to any other rights the Council may have against the Service Provider.

25.3 The termination of the Contract, howsoever arising, will be without prejudice to any rights or obligations theretofore accrued or to any provisions which are expressed to be performed after or to survive the termination of this Contract.

26 Delivery up of documents on termination

26.1 The Service Provider or his personal representative shall upon the termination of his engagement immediately deliver up to the Council all correspondence documents specification papers and property belonging to the Council which may be in his possession or under his control.

27 Force Majeure

- 27.1 If either party fails to carry out their respective obligations under this Contract as a result of force majeure then that party shall not be liable under this Contract for such failure provided the affected party shall have given the other notice that such failure is the result of force majeure within 10 Working Days of such failure occurring.
- 27.2 If an event of force majeure occurs then the Council and the Service Provider shall meet to discuss how best to continue to provide the Services until the force majeure event ceases, which may include the Council providing the Service Provider with assistance, where possible.
- 27.3 The Service Provider shall draft a plan to make sure that its organisation continues to operate under even very difficult circumstances. The Council shall approve and add to this plan and it shall become the Business Continuity Plan.

28 Variations

- 28.1 A variation to this Contract (including to the scope and nature of the Services) shall only be valid if it has been agreed in writing and signed by both parties.
- 28.2 If either party wishes to vary this Contract then it shall set out in writing and serve on the other the nature of the variation sought and the reasons for it.
- 28.3 If either party receives a written request to vary then within 28 days of receipt it shall notify the other whether or not it agrees to the variation and if not, the reasons.
- 28.4 The Service Provider shall not make a variation or supply work not specified without the written authority of the Authorised Officer.

29 Local Authority Functions

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

30 Waiver

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

31 Supersedes prior agreements

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

32 Entire Contract

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

33 Notices

- 33.1 Any notice or other communications requiring to be served under or in connection with the Contract shall be in writing and shall be delivered to the registered offices at the addresses stated in the Contract or as otherwise specified in the Contract.

33.2 Any such notice shall be delivered by hand or sent by recorded first class post and shall conclusively be deemed to have been given or received at the time of delivery.

33.3 The parties shall comply with the terms of any notice specifying a breach of the provisions in the Contract and requiring the breach to be remedied.

34 Joint and Several

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

35 Assignment and Sub-Contracting

35.1 The Council shall be entitled to assign the benefit of the Contract or any part thereof and shall give written notice of any assignment to the Service Provider.

35.2 The Service Provider shall not:

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

36 Third Parties

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

37 Governing Law

37.1 This Contract shall be governed by English law.

IN WITNESS of which the parties have executed this Agreement as follows:

Signed for and on behalf of the Council

Name.....

Signature.....

Name.....

Signature.....

Signed for and on behalf of the Service Provider

Name.....

Signature.....

Appendix 1

SERVICE SPECIFICATION

Appendix 2

The Service Provider's Representative:

.....

For general queries in the absence of the named officer.

.....

The Council's Authorised Officer shall be:

.....

For general queries in absence of the named officer.

.....

Appendix 3

Pricing Schedule and Invoice Terms

Pricing Schedule (example)

Item #	Line Item Description	Fixed Price
1		
2		

Invoice Process

The Service Provider should submit invoices via email to oracle.inv@kefrpaperless.com.

The Service Provider will be able to view the status of their Invoices within the electronic portal in real time.

For any additional queries please email FSS_PS@lambeth.gov.uk.

Appendix 4

DATA SCHEDULE

Part 1

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer take the meaning given in the GDPR and Data Protection Act 2018;

Data Loss Event: any event that results, or may result, in unauthorised access to Personal Data held by the Service Provider under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;

Data Subject Access Request: a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Law to access their Personal Data;

Protective Measures: appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;

Sub-processor: any third party appointed to process Personal Data on behalf of the Service Provider related to this Agreement;

1. DATA PROTECTION

- 1.1 The Parties acknowledge that for the purposes of the Data Protection Law, the Council is the Controller and the Service Provider is the Processor. The only processing that the Service Provider is authorised to do is listed in Part 2 of this Schedule by the Council and may not be determined by the Service Provider.
- 1.2 The Service Provider shall notify the Council immediately if it considers that any of the Council's instructions infringe the Data Protection Law.
- 1.3 The Service Provider shall provide all reasonable assistance to the Council in the preparation of any data protection impact assessment prior to commencing any processing. Such assistance may, at the discretion of the Council, include:
 - a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - d) the measures envisaged to address the risks, including safeguards, security;

- e) measures and mechanisms to ensure the protection of Personal Data.

1.4 The Service Provider shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

- a) process that Personal Data only in accordance with Data Protection Law;
- b) ensure that it has in place Protective Measures, which have been reviewed and approved by the Council as appropriate to protect against a Data Loss Event having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- c) ensure that :
 - (i) the Service Provider Personnel do not process Personal Data except in accordance with this Agreement (and in particular Part 2 of this appendix)
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Service Provider Personnel who have access to the Personal Data and ensure that they:
 - A. are aware of and comply with the Service Provider's duties under this clause;
 - B. are subject to appropriate confidentiality undertakings with the Service Provider or any Sub-processor;
 - C. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Council or as otherwise permitted by this Agreement; and
 - D. have undergone adequate training in the use, care, protection and handling of Personal Data; and
- d) not transfer Personal Data outside of the EU unless the prior written consent of the Council has been obtained and the following conditions are fulfilled:
 - (i) the Council or the Service Provider has provided appropriate safeguards in relation to the transfer as determined by the Council;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Service Provider complies with its obligations under the Data Protection Law by providing an adequate level of protection to any

- Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Council in meeting its obligations); and
- (iv) the Service Provider complies with any reasonable instructions notified to it in advance by the Council with respect to the processing of the Personal Data;
 - e) at the written direction of the Council, delete or return Personal Data (and any copies of it) to the Council on termination of the Agreement unless the Service Provider is required by law to retain the Personal Data.
- 1.5 Subject to clause A1.6, the Service Provider shall notify the Council immediately if it:
- a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - b) receives a request to rectify, block or erase any Personal Data;
 - c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Law;
 - d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
 - e) receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by law; or
 - f) becomes aware of a Data Loss Event.
- 1.6 The Service Provider's obligation to notify under clause A1.5 shall include the provision of further information to the Council in phases, as details become available.
- 1.7 Taking into account the nature of the processing, the Service Provider shall provide the Council with full assistance in relation to either Party's obligations under Data Protection Law and any complaint, communication or request made under clause A1.5 (and insofar as possible within the timescales reasonably required by the Council) including by promptly providing:
- a) the Council with full details and copies of the complaint, communication or request;

- b) such assistance as is reasonably requested by the Council to enable the Council to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Law;
- c) the Council, at its request, with any Personal Data it holds in relation to a Data Subject;
- d) assistance as requested by the Council following any Data Loss Event;
- e) assistance as requested by the Council with respect to any request from the Information Commissioner's Office, or any consultation by the Council with the Information Commissioner's Office.

1.8 The Service Provider shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Service Provider employs fewer than 250 staff, unless:

- a) the Council determines that the processing is not occasional;
- b) the Council determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
- c) the Council determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

1.9 The Service Provider shall allow for audits of its Data Processing activity by the Council or the Council's designated auditor.

1.10 The Service Provider shall designate a data protection officer if required by the Data Protection Law.

1.11 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Service Provider must:

- a) notify the Council in writing of the intended Sub-processor and processing;
- b) obtain the written consent of the Council;
- c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause A1.11 such that they apply to the Sub-processor; and
- d) provide the Council with such information regarding the Sub-processor as the Council may reasonably require;

- 1.12 The Service Provider shall remain fully liable for all acts or omissions of any Sub-processor.
- 1.13 The Service Provider may, at any time on not less than 30 days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
- 1.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Council may on not less than 30 days' notice to the Service Provider amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Part 2

Schedule of Processing, Personal Data and Data Subjects

1. The Service Provider shall comply with any further written instructions with respect to processing by the Council.
2. Any such further instructions shall be incorporated into this Schedule.

the subject matter	Data to enable professional training agencies to train Adult Learners on behalf of the Council
duration of the processing	Term of the contract (insert dates)
the nature of the processing	Data processed into databases (name databases)
purpose of the processing	(please complete)
the type of personal data	(please complete)
categories of data subject	(please complete)