

Date: 13 December 2016

(1) The English Sports Council

(2) Improvement And Development Agency for Local Government (IDeA)

Contract for Services – SE719

Sport Leadership Essentials Events



This Contract is made this 13th day of December 2016

BETWEEN:

- (1) **THE ENGLISH SPORTS COUNCIL** of First Floor, 21 Bloomsbury Street, London WC1B 3HF with registered company number RC000766 ("**Sport England**"); and
- (2) **IMPROVEMENT AND DEVELOPMENT AGENCY FOR LOCAL GOVERNMENT (IDeA)** House, Smith Square, London, SW1P 3HZ with registered company number 3675577 ("**Supplier**").

WHEREAS:

- (A) The Supplier is engaged in the business of supporting local government improvement, including via a range of programmes for leadership and general improvement which are recognised and well used by local authorities in England;
- (B) Sport England has a requirement for the delivery of three Sport Leadership Essentials events and following those events, the publication of research regarding the practical benefits to attendees as a result of learnings from the events;
- (C) In reliance upon the Supplier's skill knowledge and experience, Sport England wishes to engage the Supplier to provide the services as set out in Schedules 2 and 3 ("**Services**"). The Supplier has agreed to provide the Services upon the terms and conditions of the Contract.

IT IS AGREED as follows:

1 Formation Of Contract

1.1 This Contract comprises:

1.1.1 this form of agreement, set out in pages 1 to 3 inclusive (the "**Special Conditions**");

1.1.2 the Terms and Conditions, set out in Schedule 1 ("**Conditions**");

1.1.3 The Services required by Sport England, set out in Schedule 2 ("**Schedule of Services**");

1.1.4 the Supplier's response and delivery of the Services, set out in Schedule 3 ("**Supplier's Response**");

1.1.5 the Schedule of Payment, set out in Schedule 5.

1.2 If there is conflict between any of the Schedules and the Special Conditions, the Special Conditions will take precedence over the Schedules. Where there is a conflict between Schedule 3 (*Supplier's Response*) and Schedule 1 (*Conditions*), Schedule 1 will take precedence over Schedule 3.

2 Definitions And Interpretation

- 2.1 Words and expressions used in this Contract shall, save as otherwise defined or as the context may require have the same meanings as appear in Schedule 1 (*Conditions*).
- 2.2 The Contract shall be interpreted in the manner set out in Conditions 1.2 to 1.6 of Schedule 1 (*Conditions*).

3 Services and Deliverables

- 3.1 The Supplier agrees to provide the Services and supply the Deliverables, as described in Schedule 2 (in accordance with Schedule 3) and the terms of this Contract.
- 3.2 Unless otherwise agreed, the Services shall be performed at Sport England's offices, at the address identified above (the "**Site**").

4 Contract Period

- 4.1 The Contract shall commence on 1 April 2016 and, subject to early termination in accordance with this Contract, remains in force up to and including 31 March 2017 ("**Term**"). To the extent that any of the Services have already been performed by the Supplier before the Term, such obligations shall for all purposes be deemed to have been performed in accordance with and subject to the provisions of this Contract.

5 Contract Price and Payment

- 5.1 In consideration of the provision of the Services by the Supplier, Sport England shall pay the charges as set out in Schedule 5 (*Fee Arrangements*) in accordance with the Conditions and the terms of Schedule 5.

6 Reviews

- 6.1.1 Sport England and the Supplier shall hold review meetings before and after each Sport Leadership Essentials event throughout the Term (or as otherwise agreed in writing between the parties), the first such review to be held on 3 May 2016.
- 6.2 Sport England shall notify the Supplier in advance of each review meeting of any reports or other documents which the Supplier is required to provide prior to the review meeting.

7 Contract Management

- 7.1 Sport England and the Supplier shall each appoint a Contract Manager. The Contract Manager for each party shall be responsible for the overall relationship and performance of the respective contractual obligations of their represented party to this Contract.
- 7.2 Sport England may change its Contract Manager at any time on providing notice to the Supplier of such change. The Supplier shall not change its Contract Manager without the prior written approval of Sport England, such approval not to be unreasonably withheld or delayed.
- 7.3 The Contract Manager for Sport England shall be [REDACTED], or such individual as is notified to the Supplier in accordance with this Clause 7. The Contract Manager for the Supplier shall be [REDACTED] or such other individual as is notified to Sport England in accordance with Clause 7.

Execution

The parties hereto have caused this Contract to be executed as of the date first written above.

Signed for and on behalf of
The English Sports Council



Signature

Signed for and on behalf of
**Improvement and Development Agency for
Local Government**



Signature

Schedule 1
(Sport England Terms and Conditions)

1. Definitions and Interpretation

1.1 In this Contract the following terms shall have the following meanings:

"Anti-Bribery Requirements" has the meaning given to it in Clause 23.1.1;

"Authorised Service Recipient" means any employee, contractor, agent or representative of Sport England as notified to the Supplier;

"Change Authorisation Note" has the meaning given to it in Clause 24.6;

"Change of Control" means a change in the identity of the person who has Control;

"Change Request" has the meaning given to it in Clause 24.1;

"Claim" means any liabilities, regulatory fines, losses, suits, claims, damages, costs and expenses including any legal fees;

"Confidential Information" means:

- (a) information, including all Personal Data, which (however it is conveyed) is provided by one party (the **"disclosing party"**) to the other (the **"receiving party"**) pursuant to or in anticipation of this Contract that relates to the operations, business, affairs, developments, intellectual property rights, trade secrets, know-how and/or personnel of the disclosing party or:
 - (i) where the disclosing party is the Supplier, any other entity which it directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with; or
 - (ii) where Sport England is the disclosing party, any government department, non-departmental public body or assembly sponsored public body, non-ministerial department or executive agency with which Sport England or the Supplier interacts in connection with this Contract;
- (b) other information provided by the disclosing party pursuant to or in anticipation of this Contract that is clearly designated as being confidential or equivalent or that ought reasonably to be considered to be confidential (whether or not it is so marked) which comes (or has come) to the receiving party's attention or into the receiving party's possession in connection with this Contract;
- (c) discussions, negotiations, and correspondence between a party or any of its directors, officers, employees, consultants or professional advisers and the other party or any of its directors, officers, employees, consultants and professional advisers in connection with this Contract and all matters arising therefrom; and
- (d) information derived from any of the above;

"Contract" means the Order and the Supplier's acceptance of the Order;

"Contract Price" means the price payable by Sport England to the Supplier as specified in the Order;

"Control" means the right to control, directly or indirectly, the activities of a person, whether through ownership or the ability to control the voting powers of shares, the ability to control the board or management of such person or otherwise;

"Custom Materials" means the tailor-made Deliverables (including training documentation and reference manuals, training materials, and other materials in written or electronic form, and discoveries, designs, processes and other work) made or created by the Supplier and/or any member of the Supplier's Staff, during the course of or in connection with the provision of the Services;

"Data Breach" means any unauthorised and unlawful processing of, accidental loss of, alteration, unauthorized disclosure or access, destruction of or damage to Personal Data;

"Data Processor" shall have the meaning given in the Data Protection Act 1998;

"Data Controller" shall have the meaning given in the Data Protection Act 1998;

"Deliverables" means the documents, products and materials developed or provided by the Supplier or its agents, sub-contractors and employees in relation to the Services;

"Environmental Information Regulations" means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issues by the Information Commissioner or relevant government department in relation to such regulations;

"Equality Act" means the Equality Act 2010;

"FOIA" means the Freedom of Information Act 2000;

"Insolvency Event" means where a person ceases or threatens to cease to carry on business, is found unable to pay its debts within the meaning of the Insolvency Act 1986 section 123, has an administrator, receiver, administrative receiver or manager appointed over the whole or any part of its assets, enters any composition with creditors generally, or has an order made or resolution passed for it to be wound up (otherwise than in furtherance of any scheme for solvent amalgamation or solvent reconstruction) or undergoes any similar or equivalent process in any jurisdiction;

"Intellectual Property Rights" or **"IPR"** means copyright, patents, trade marks, service marks, design rights, topography rights, database rights, moral rights, rights of confidence, broadcast rights and trades or business names whether registrable or otherwise, (including applications for and the right to apply for registration of any such rights), and any similar rights in any country whether currently existing or created in the future, in each case for their full term, together with any renewals or extensions;

"Non-Custom Materials" means the pre-existing, independently developed, or third party goods and services (including pre-existing, independently developed, or third party prepared courses, training documentation and reference manuals, training materials and other materials in written or electronic form) provided to Sport England by the Supplier during the course of or in connection with the provision of the Services;

"Order" or **"Purchase Order"** means Sport England's written instruction to buy the Services incorporating these Terms and Conditions and any other written specification

detailing the Supplier, the Services, the Contract Price, and where appropriate any Special Conditions;

"Personal Data" shall have the meaning given in the Data Protection Act 1998;

"Process" shall have the meaning given in the Data Protection Act 1998 and "Processed" and "Processing" shall be construed accordingly;

"Requests for Information" a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;

"Safety Requirements" means health, safety, fire and environmental requirements (whether legislative or otherwise), codes of practice, guidance and policy;

"Services" means the services to be provided by the Supplier under the Contract as set out in the following Schedules:

(a) Schedule 2 (Schedule of *Services*);

(b) Schedule 3 (Supplier's Response);

"Special Conditions" means any amendments or additional conditions specified in the Order;

"Sport England" means the English Sports Council of 1st Floor, 21 Bloomsbury Street, London, WC1B 3HF;

"Sport England Background IPR" means IPR which is in existence prior to the effective date of this Contract and either owned by or licensed to Sport England;

"Supplier" means the person, firm or company identified as such in the Order;

"Supplier's Staff" has the meaning given to it in Clause 5.1; and

"VAT" means value added tax chargeable under English law for the time being and any similar additional tax.

1.2 In this Contract, unless the context otherwise requires or the contrary intention appears:

1.2.1 headings in this Contract shall not affect their interpretation;

1.2.2 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

1.2.3 a reference to writing or written includes faxes but not e-mail;

1.2.4 any obligation in the Contract on a person not to do something includes, without limitation, an obligation not to agree, allow, permit or acquiesce in that thing being done;

1.2.5 references to Clauses and Schedules are to the clauses of these Terms and Conditions and to schedules of the Contract;

1.2.6 the singular includes the plural and vice versa, and reference to any gender includes the other genders;

- 1.2.7 references to this Contract or any other agreement or document are to this Contract or such other agreement or document as it may be validly varied, amended, supplemented, restated, renewed, novated or replaced from time to time; and
- 1.2.8 references to a party to this Contract include a reference to its successors and permitted assigns under this Contract.
- 1.3 If there is any conflict between the Clauses, the Order and the Schedules and/or any annexes to the Schedules, the conflict shall be resolved in accordance with the following order of precedence:
 - 1.3.1 the Special Conditions;
 - 1.3.2 the Clauses of these Terms and Conditions;
 - 1.3.3 Schedule 2 (Schedule of Services); and
 - 1.3.4 Schedule 3 (Supplier's Response).

2. Application of these Terms and Conditions

- 2.1 Subject to any variation under Clause 24, the terms of the Order shall prevail at all times over all other terms and conditions which the Supplier may purport to apply and to the extent any obligations hereunder have already been performed by either party, then such obligations shall for all purposes be deemed to have been performed in accordance with and subject to the provisions of the terms of the Order.
- 2.2 Each Order shall be deemed to be an offer by Sport England to buy the Services subject to these Terms and Conditions and no Order shall be accepted until the Supplier either expressly, by giving notice of acceptance, or impliedly, by fulfilling the Order in whole or in part, accepts the offer. The Supplier undertakes to deliver the Services in accordance with the Contract. The Supplier shall notify Sport England immediately if it becomes aware of any likely delay in providing the Services.

3. Services

- 3.1 The Supplier shall provide the Services and deliver the Deliverables to Sport England or to any Authorised Service Recipient in accordance with the Order.
- 3.2 The Supplier shall meet any performance dates specified for the Services.
- 3.3 The Supplier warrants and represents that:
 - 3.3.1 it has the experience, qualifications, staff and capability to and will perform the Services with reasonable care and skill to Sport England's satisfaction in accordance with best commercial practices and professional standards and these Terms and Conditions;
 - 3.3.2 it has the power to enter into and perform its obligations under the Contract, and its obligations under the Contract constitute its legal, valid and binding obligations enforceable in accordance with its terms;
 - 3.3.3 it has, will retain and will keep in force all titles, permits, licences, and certificates necessary for it to perform its obligations and duties under the Contract and shall comply with all applicable laws, rules and regulations relating to the Services including Sport England internal regulations and procedures; and

3.3.4 Sport England's receipt, use or possession of the Services or Deliverables or any part of the same in accordance with the terms of the Contract shall not infringe any IPR of any third party.

3.4 The Supplier warrants that:

3.4.1 the Services will conform with all descriptions and specifications provided to Sport England by the Supplier;

3.4.2 the Services and Deliverables will be provided in accordance with all applicable legislation from time to time in force; and

3.4.3 it has, and will continue to have, full legal authority to process the Personal Data and that it will only process the Personal Data strictly in accordance with the terms of this Contract and for the purposes of performing its obligations and exercising its rights under this Contract.

3.5 The Supplier warrants that the Deliverables:

3.5.1 shall be Euro Compliant. "Euro Compliant" means that any software, hardware or firmware forming part of the Deliverables will be capable of:

- (a) performing all functions for more than one currency;
- (b) complying with all legal requirements now or hereafter (at the time of their becoming law) applicable to the Euro including, but without limitation, the rules on conversion and rounding set out in EC Regulation number 1103/97; and
- (c) displaying and printing and will (at the time of the enactment of law requiring it to be the case) incorporate in all relevant screen layouts all symbols and codes adopted by any government or any other European Union body or other regulatory authority in relation to the Euro.

3.5.2 shall not contain any computer code:

- (a) designed to disrupt, disable, harm, or otherwise impede in any manner, including aesthetically disruptions or distortions, the operation of the Services, or any of Sport England's other associated software, firmware, hardware, computer system or network (sometimes referred to as "viruses" or "worms");
- (b) that would disable the Services or impair in any way its operation based on the elapsing of a period of time, exceeding an authorised number of copies, advancement to a particular date or other numeral (sometimes referred to as "time bombs", "time locks", or "drop dead" devices); or
- (c) that would permit the Supplier or others to access the Services to cause such disablement or impairment (sometimes referred to as "traps", "access codes" or "trap door" devices), or any other similar harmful, malicious or hidden procedures, routines or mechanisms which would cause such programs to cease functioning or to damage or corrupt data, storage media, programs, equipment or communications, or otherwise interfere with operations; and

3.5.3 shall perform in accordance with any relevant specification and/or documentation.

4. Fees and Payment

- 4.1 Sport England shall pay to the Supplier the Contract Price exclusive of VAT (which if applicable shall be applied at the appropriate rate) subject to and in accordance with Clauses 4.2, 4.3, 4.4 and 4.5 below.
- 4.2 The Supplier shall invoice Sport England in accordance with, and at the regularity specified in, Schedule 5 (*Fee Arrangements*) in respect of the Contract Price. The Supplier shall submit invoices to the address specified in the Order and each invoice shall quote the relevant Order number.
- 4.3 Subject to Clause 4.4, Sport England shall pay such sums as are due by 30 days from receipt of the Supplier's invoice, provided that the invoice quotes a valid Purchase Order number and is sent to the address advised on such Purchase Order.
- 4.4 Sport England reserves the right to withhold payment to the extent that the Services have not been provided in accordance with the Contract and shall notify the Supplier accordingly giving reasons for such withholding. Sport England shall only be entitled to withhold that amount indicated as in dispute.
- 4.5 Without prejudice to any other right or remedy, Sport England reserves the right to set off any amount owing at any time from the Supplier to Sport England against any amount payable by Sport England to the Supplier under this contract or any other contract.
- 4.6 Subject to Clause 4.4, if Sport England fails to make an undisputed payment in accordance with Clause 4.2 the Supplier shall be entitled to charge interest from the date specified for payment upon the unpaid amount of the principal sum at the rate of 2 per cent per annum above the Bank of England base rate in force at the time of such failure to make payment until payment of the principal sum is made in full provided that:
- 4.6.1 the Supplier has given written notice to Sport England that the amount has not been paid, specifying:
- (a) the total amount of interest owed at the date of the notice, and, if the principal sum has not been paid, the daily rate at which the interest will continue to accrue;
 - (b) the invoice or invoices to which the interest relates; and
 - (c) the addressee to whom and address to which payment should be made; and
- 4.6.2 in the event that any sum is agreed between the parties or found to be due to the Supplier following the withholding of payment referred to in Clause 4.4 above, Sport England will pay interest on that sum in accordance with Clause 4.6 above from the date on which Sport England should have paid that sum.
- 4.7 Other than where specifically agreed in the Contract, Sport England shall not be obliged to pay any time or materials charges or expenses to the Supplier in addition to the Contract Price in respect of costs which the Supplier may have incurred in the performance of the Contract. Where the Contract does provide that Sport England shall/may reimburse the Supplier Sport England shall only make such payment to the Supplier if the following conditions are met:
- 4.7.1 the expenses have been reasonably, properly and necessarily incurred by the Supplier in the performance of the Contract;

4.7.2 the expenses do not exceed those which a Sport England employee of comparable qualifications and position would have been entitled to incur under applicable Sport England staff expense policy guidelines; and

4.7.3 the Supplier has supplied Sport England with proper supporting evidence.

4.8 Where the Supplier is VAT registered the Supplier shall recover VAT on any expenditure incurred in the normal course of its business and shall specify only the net amount of such expenditure in the invoice to Sport England prior to adding VAT thereto at the appropriate rate.

5. The Supplier's Staff

5.1 The Supplier warrants that it is an independent contractor and that all the personnel it engages to perform the Services shall be deemed to be the Supplier's employees, agents or sub-contractors (or the employees or agents of any sub-contractor as the case may be) (the "**Supplier's Staff**") and neither the Supplier nor any of the Supplier's Staff shall be employees, agents or partners of Sport England.

5.2 The Supplier shall be solely responsible for all tax liabilities, National Insurance and other contributions or deductions which may be due in respect of himself/herself/itself or the Supplier's Staff and all and any claims which may be made by any member of the Supplier's Staff and the Supplier shall indemnify and keep Sport England indemnified against all and any such liabilities and/or other amounts (including any penalties, costs, expenses and interest) which may be assessed on Sport England by reason of any payment made or Services rendered under or in connection with the Contract.

5.3 The Supplier shall ensure that the Supplier's Staff comply with such direction, policies, confidentiality, security, health and safety procedures as are reasonably required by Sport England in relation to the Services provided always that such requirements shall not reduce or amend the Supplier's obligations to supervise, manage, direct and control the Supplier's Staff in accordance with the terms of these Terms and Conditions.

5.4 Sport England reserves the right (in addition to its specific rights of exclusion) at any time in its absolute discretion to exclude or remove any of the Supplier's Staff from any Sport England site. In the event of any such removal or exclusion, the Supplier will co-operate with Sport England at its own cost in removing such person and will replace or arrange to replace such person without delay upon the request of, and at no additional cost to, Sport England.

6. Intellectual Property Rights

6.1 Any IPR and other rights which may exist in any Custom Material shall automatically vest in Sport England upon creation. The Supplier hereby assigns to Sport England as beneficial owner with full title guarantee free from all encumbrances or (as appropriate) will procure the assignment by any of its employees, agents and sub-contractors, all IPR and other rights in the Custom Material.

6.2 The Supplier shall, at its own cost, do everything necessary to assist Sport England in enforcing or protecting any such IPR or other rights in the Custom Material referred to in Clause 6.1, including executing such documents as may be necessary to substantiate, document and protect the rights of Sport England in respect of such IPR.

6.3 Sport England grants to the Supplier a fully paid-up, non-exclusive, non-transferable licence during the term of the Contract to copy and modify the Custom Material only to the extent necessary and for the purpose of:

6.3.1 providing the Services to Sport England; and

6.3.2 performing the Supplier's other obligations under this Contract,

and for no other purpose whatsoever.

6.4 The Supplier hereby grants to Sport England and its officers, directors, employees, agents and sub-contractors a world-wide, non-exclusive, perpetual, royalty free and irrevocable license to use, reproduce, display, perform, prepare derivative works and distribute copies of Non-Custom Materials for its internal purposes and in the ordinary course of its business in so far as such Non-Custom Materials are incorporated into any Custom Materials or are necessary for the use of the Custom Materials. The Supplier and its licensors shall retain all right, title and interest in IPR in any Non-Custom Materials.

6.5 Sport England and its licensors shall retain all right, title and interest in any Sport England Background IPR. Neither the Supplier nor any member of the Supplier's Staff will make any use of Sport England Background IPR except as necessary for the proper provision of the Services and with the prior written consent of Sport England.

7. Intellectual Property Right Indemnity

7.1 The Supplier shall defend, hold harmless and indemnify Sport England, its respective officers, directors, employees agents and sub-contractors against all Claims resulting from, arising out of, or in any way connected with its use or possession of the Services, Deliverables or Custom Materials or any part of the same provided by the Supplier in accordance with the Contract where such possession or use infringes or is alleged to infringe any IPR or contractual rights of any third party or breaches or is alleged to breach any statute or statutory obligation or constitutes or is alleged to constitute a tort actionable by a third party.

7.2 In the event that Sport England becomes actually aware of a Claim of the type described in 7.1, the parties shall act in accordance with the provisions of Clause 11.2.

7.3 In the event that Sport England's use of the Services, Custom Materials or the Deliverables or any part of the Services, Custom Materials or the Deliverables in accordance with the Contract infringes the IPR or contractual rights of a third party or breaches any statute or statutory obligation or constitutes a tort upon a third party, the Supplier shall, at its own expense:

7.3.1 procure the right for Sport England to continue using the Services, Custom Materials or Deliverables or any part of the same;

7.3.2 make or procure on Sport England's behalf such alterations, modifications, adjustments or substitutions to all or any part or parts of Services, Custom Materials or Deliverables that the same become non-infringing without incurring a diminution in performance or function; or

7.3.3 substitute a non-infringing version of the infringing Services, Custom Materials or Deliverables or the relevant infringing part of the same with versions of equal or better performance as determined by Sport England in its sole discretion.

7.4 Notwithstanding other rights and remedies available to Sport England, in the event that the Supplier is unable to provide any of the alternatives set out in Clause 7.3 within a reasonable time, Sport England may, at its sole option, terminate the Contract immediately whereby the Supplier shall promptly refund to Sport England any prepaid charges or fees relating to the same.

8. Security and Access

- 8.1 The Supplier shall obtain from Sport England identity cards or entry permits and shall ensure that the Supplier's Staff display these whilst on Sport England premises. The Supplier shall return these cards and/or entry permits to Sport England upon termination or expiry of the Contract.
- 8.2 Sport England may request and shall be supplied with identification of the Supplier's Staff and may conduct random security checks, including checking the possessions and vehicle(s) of the Supplier and the Supplier's Staff, whilst on Sport England premises.
- 8.3 Sport England shall at its discretion give to the Supplier by prior arrangement such access to Sport England premises and such general Sport England facilities (for example, catering and sanitary) at Sport England premises as the Supplier may reasonably require to fulfil its obligations under the Contract.
- 8.4 The Supplier shall upon the request of Sport England grant Sport England such access to the Supplier's premises or such other premises as Sport England may reasonably require for inspection of any Deliverables and/or Sport England equipment and materials provided under the Contract or for any other reason connected with the performance of the Contract.

9. Health and Safety

- 9.1 The Supplier shall comply with all current relevant Safety Requirements including but not limited to those issued by the Health and Safety Executive, the Home Office and those issued by Sport England and notified in writing to the Supplier.
- 9.2 Sport England and the Supplier may agree in writing Safety Requirements in addition to or different from those specified in Clause 9.1.
- 9.3 Without prejudice to its obligations under Clause 9.1 above, the Supplier shall:
 - 9.3.1 upon the request of Sport England, submit and fully co-operate with any safety vetting process required by Sport England and provide a written statement of the Supplier's own Safety Requirements; and
 - 9.3.2 assess reasonably foreseeable risks to health and safety (including fire) that may affect Sport England or any third party arising out of or in any way connected with the performance of the Contract, and provide a copy of such assessment to Sport England upon reasonable request, and promptly take all reasonable steps to eliminate or adequately control such risks and shall notify and co-operate with Sport England accordingly.
- 9.4 Sport England shall notify the Supplier of risks to health and safety which are reasonably foreseeable to Sport England and which may affect the Supplier or Sport England arising out of or in any way connected with the activities of Sport England in connection with the Contract, and the Supplier shall have due regard to these.

10. Termination

- 10.1 Sport England may terminate the Contract for any reason by providing 15 days' prior written notice to the Supplier.
- 10.2 Sport England shall have the right at any time by giving notice in writing to the Supplier to terminate the Contract immediately if:

10.2.1 the Supplier commits a material breach of any of the provisions of the Contract and:

(a) the breach is capable of remedy and the Supplier fails to remedy the breach within 30 days (or such shorter period as may be reasonable) of receipt of a written notice specifying the breach and requiring its remedy (in which case Sport England reserves the right to remedy the breach and recover the costs of such breach from the Supplier and terminate the Contract in accordance with this Clause 10); or

(b) the breach is not capable of remedy;

10.2.2 the Supplier undergoes a Change of Control; or

10.2.3 the Supplier undergoes an Insolvency Event.

10.3 Either party shall have the right at any time by giving notice in writing to the other party to terminate the Contract immediately if the continued performance by one or both of the parties' obligations under this Contract is prevented by reason of any acts, events, omissions or accidents beyond the reasonable control of Sport England or the Supplier, including strikes, lockouts or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm.

10.4 Sport England may only terminate the Contract for a Change of Control pursuant to Clause 10.2.2 within the 6 months following the Change of Control.

10.5 The Supplier may terminate this Contract only if Sport England is in material breach of its obligation to pay undisputed fees which are due to the Supplier from Sport England under the Contract following its receipt of a valid invoice in accordance with Clause 4 by giving Sport England at least 90 days' written notice specifying the breach and requiring its remedy.

10.6 The termination of the Contract, however arising, shall be without prejudice to the rights and duties of Sport England accrued prior to termination.

10.7 The following Clauses of this Contract, together with all other provisions of this Contract which are intended to have effect following any expiry or termination of this Contract, shall survive expiry or termination of this Contract to the extent permissible by law: Clause 1 (Definitions and Interpretation), Clause 5.2 (Supplier's Staff), Clause 6 (Intellectual Property Rights), Clause 7 (Intellectual Property Right Indemnity), Clause 10 (Termination), Clause 11 (Indemnities), Clause 12 (Liability), Clause 13 (Insurance), Clause 15 (Confidential Information), and Clause 26 (General).

10.8 Upon termination or expiry of the Contract, the Supplier shall promptly deliver up to Sport England at the Supplier's own risk and expense the whole or any part of any Deliverables owned by Sport England, and any Sport England equipment and/or materials, identity cards or entry permits provided or used under the Contract. Sport England shall be deemed to have irrevocably all powers and authority to enter the Supplier's premises or any other premises to recover and remove such items and recover any costs incurred by Sport England in doing so from the Supplier.

11. Indemnities

- 11.1 The Supplier shall defend, hold harmless and indemnify Sport England, its officers, directors, employees, agents and sub-contractors against all Claims resulting from, arising out of, or connected with:
- 11.1.1 any breach by the Supplier of its obligations under Clauses 3.4.2, 14 and 15;
 - 11.1.2 any breach by the Supplier of the warranty in Clause 21.1.2; and
 - 11.1.3 the Supplier's, or any of the Supplier's Staff or any sub-contractor's breach of the Bribery Act 2010.
- 11.2 Sport England shall give notice in writing to the Supplier of any Claims as soon as reasonably practicable after becoming actually aware of the same and the Supplier shall be given control of such Claim. In the event that the Supplier fails to appoint legal counsel within 10 days after Sport England has notified the Supplier of any such claim, or the legal counsel appointed by the Supplier is in Sport England's reasonable judgement not suitably qualified to represent Sport England, Sport England shall have the right to select and appoint alternative legal counsel and the reasonable cost and expense of the same shall be paid by the Supplier.

12. Liability

- 12.1 Neither party limits or excludes its liability in respect of:
- 12.1.1 any death or personal injury caused by its negligence;
 - 12.1.2 any fraud or fraudulent misrepresentation; or
 - 12.1.3 any statutory or other liability which cannot be excluded under applicable law.
- 12.2 Subject to Clauses 12.1, 12.4 and 12.5, the Supplier's total liability arising under or in connection with this Contract or any breach or non-performance of it no matter how fundamental (including by reason of that party's negligence) in contract, tort or otherwise shall be limited to 200% of the Contract Price.
- 12.3 Subject to Clauses 12.1, 12.4 and 12.5, Sport England's total liability arising under or in connection with this Contract or any breach or non-performance of it no matter how fundamental (including by reason of that party's negligence) in contract, tort or otherwise shall be limited to 150% of the Contract Price.
- 12.4 Neither party shall be liable to the other for any indirect or consequential loss arising out of or in connection with this Contract or any breach or non-performance of it no matter how fundamental (including by reason of that party's negligence).
- 12.5 Neither party shall be liable to the other for:
- 12.5.1 any loss of anticipated savings (whether direct or indirect);
 - 12.5.2 any account of profits (whether a direct or indirect loss); or
 - 12.5.3 any loss of profit or loss of revenue (whether direct or indirect),
- arising out of or in connection with this Contract or any breach or non-performance of it no matter how fundamental (including by reason of that party's negligence).
- 12.6 The parties agree that each of Clauses 12.1, 12.2, 12.3, 12.4 and 12.5 are separate and independent terms of this Contract.

13. Insurance

- 13.1 The Supplier shall arrange and maintain with a reputable insurer adequate public liability insurance and professional indemnity insurance which shall be no less than two million pounds (£2,000,000) and one million pounds (£1,000,000) respectively and each with scope of cover appropriate to the Services provided under the Contract in respect of any one claim or incident, for a period of 6 years from the date of this Contract.
- 13.2 The Supplier shall produce to Sport England on demand copies of the insurance policies maintained in accordance with the terms of this Contract, and receipts for premiums required to be paid in relation to such policies.
- 13.3 Where the Supplier engages a sub-contractor, the Supplier shall either ensure that the insurance requirements as specified in Clause 13.1 extend to cover the legal liabilities of the sub-contractor or that the sub-contractor holds its own insurance of the nature and extent set described in Clause 13.1.
- 13.4 The Supplier shall be responsible for insuring against loss, damage and liabilities to third parties and anyone carried in or on any equipment including without limitation motor vehicles or mobile plant provided by the Supplier to perform the Contract.

14. Data Protection

- 14.1 The Supplier shall and shall ensure that all of its officers, employees, agents and sub-contractors comply and continue to comply in all respects with all current data protection legislation, including the Data Protection Act 1998
- 14.2 If in the reasonable opinion of Sport England, as a result of entering into the Contract, the Supplier becomes a Data Processor and Sport England a Data Controller as defined in the Data Protection Act 1998, then the Supplier shall:
- 14.2.1 process Personal Data in accordance with the eight Data Protection Principles and, in particular, in order to comply with the Seventh Data Protection Principle, shall, and shall procure that its sub-contractors and any other person within the control of the Supplier, shall:
- (a) process Personal Data only in accordance with lawful instructions from Sport England and will not (i) assume any responsibility for determining the purposes for which and the manner in which the Personal Data is processed or (ii) process the Personal Data for its own purposes;
 - (b) at all times: (i) process the Personal Data only for the purpose of providing the Services and in accordance with Sport England's lawful instructions; and (ii) not divulge the whole or any part of the Personal Data to any person, except to the extent necessary for the proper performance of this Contract or otherwise in accordance with Sport England's lawful instructions;
 - (c) take reasonable steps to ensure the reliability of any employees who have access to Personal Data;
 - (d) take and have in place such technical and organisational security measures against Data Breaches as may be required, having regard to the state of technological development and the cost of any measures, to ensure a level of security appropriate to the harm that might result from such processing, loss, alteration, disclosure, access destruction or damage and the nature of the data to be protected;

- (e) provide an adequate level of protection for Personal Data that it processes on behalf of Sport England in accordance with the requirements of the Data Protection Act 1998. The Supplier will not transfer any Personal Data outside of the European Economic Area unless and until it has taken all such measures and done all such things as Sport England considers necessary to ensure an adequate level of protection for the Personal Data that it will transfer (which may include, without limitation, entering into a data transfer agreement with Sport England on the basis of model contract clauses adopted by the European Commission);
- (f) provide all assistance reasonably required by Sport England to enable Sport England to respond to, comply with or otherwise resolve any request, question or complaint received by Sport England from (i) any living individual whose Personal Data is processed by the Supplier on behalf of Sport England or (ii) any applicable data protection authority;
- (g) immediately notify Sport England in the event of a Data Breach and do all such acts and things as Sport England considers necessary in order to remedy or mitigate the effects of the Data Breach and will continuously update Sport England of developments relating to the Data Breach. In the event that any Personal Data is lost, damaged or destroyed as a consequence of a Data Breach, the Supplier shall promptly restore such Personal Data to the last available backup; and
- (h) grant to Sport England such access as is reasonably necessary to enable Sport England to verify that the Supplier is performing its obligations under this Clause 14; and

14.2.2 only sub-contract processing of Personal Data under this Contract to a third party provided that: (i) the Supplier obtains the prior written consent of Sport England to any such sub-contracting; (ii) the Supplier flows down its obligations under this Clause 14 to protect the Personal Data in full to any sub-contractor it appoints, such that the data processing terms of the sub-contract are no less onerous than the data processing terms set out in this Clause 14; and (iii) the Supplier will remain fully liable to Sport England for the acts, errors and omissions of any sub-contractor it appoints to process the Personal Data.

14.2.3 where applicable, comply with the provisions of the Privacy and Electronic Communications Regulations (EC Directive) (Amendment) Regulations 2011 regarding unsolicited direct marketing.

14.3 If the Deliverables contain Personal Data governed by the Data Protection Act 1998 then the Supplier warrants that such Personal Data was obtained by the Supplier and is supplied to Sport England in compliance with the Data Protection Act 1998 and the Privacy and Electronic Communications Regulations (EC Directive) (Amendment) Regulations 2011.

14.4 Upon termination of this Contract for whatever cause, the Supplier shall return to Sport England upon Sport England's request or destroy upon Sport England's request any copy of the Personal Data in hard copy and/or electronic form.

15. Confidential Information

15.1 Subject to Clause 15.2, each party shall treat all Confidential Information as strictly confidential and shall not disclose Confidential Information to any person.

15.2 A party may disclose Confidential Information if and to the extent:

- 15.2.1 subject to Clause 16, it is required to be disclosed in accordance with the FOIA;
 - 15.2.2 it is required by law or order of the courts or by any securities exchange or regulatory or governmental body to which such party is subject, wherever situated (whether or not the requirement for information has the force of law);
 - 15.2.3 it is disclosed on a necessary basis to the insurers, professional advisers, auditors and bankers of such party;
 - 15.2.4 the Confidential Information has come into the public domain other than by a breach of any obligation of confidentiality; or
 - 15.2.5 with the prior written approval of the other party.
- 15.3 The restrictions contained in this Clause 15 shall continue to apply after the termination or expiry of this Contract (however arising).

16. Freedom of Information

- 16.1 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information.
- 16.2 The Supplier acknowledges that Sport England is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and co-operate with Sport England to enable Sport England to comply with its information disclosure obligations.
- 16.3 The Supplier shall and shall procure that any of its sub-contractors involved in the provision of the Services shall:
 - 16.3.1 transfer to Sport England all Requests for Information that it receives as soon as practicable and in any event within 2 working days of receiving a Request for Information;
 - 16.3.2 provide Sport England with a copy of all information in its possession or power, in the form that Sport England requires within 5 working days (or such other period as Sport England may specify) of Sport England's request; and
 - 16.3.3 provide all necessary assistance as reasonably requested by Sport England to enable Sport England to respond to the Request for Information within the time for compliance in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
- 16.4 Where the Supplier considers that any information it has provided to Sport England is exempt from disclosure under the FOIA, it must tell Sport England and refer to the relevant exemption and give reasons why it is so exempt.
- 16.5 Notwithstanding Clause 16.4, Sport England shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA and/or the Environmental Information Regulations.
- 16.6 Notwithstanding any other term of this Contract, the Supplier hereby gives his consent for Sport England to publish the Contract in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted), including from time to time agreed changes to the contract, to the general public.

16.7 In no event shall the Supplier respond directly to a Request for Information unless expressly authorised to do so by Sport England.

17. Assignment and Sub-contracting

17.1 The Supplier shall not without the prior written consent of Sport England assign or sub-contract any of its rights or obligations under the Contract to any third party.

17.2 The Supplier shall remain fully responsible and liable to Sport England for all acts and omissions of its sub-contractors.

18. Good Faith

18.1 The Supplier shall act in good faith at all times and shall neither bring Sport England into disrepute or offend the community or public morals and shall at all times throughout the Contract respect public conventions and morals. The Supplier shall not make any reference to Sport England in any advertising, promotional or published material, nor speak in public about Sport England or its affairs without the prior written consent of Sport England.

19. Information Provision

19.1 If requested by Sport England, the Supplier shall provide evidence of compliance with any of its obligations under the Contract.

20. Equal Opportunities Requirements

20.1 The Supplier shall:

20.1.1 comply with all current relevant anti-discriminatory legislation (including all legislation relating to race relations, equal pay, fair employment and disabled persons employment and the minimum wage);

20.1.2 at Sport England's option, where the Supplier employs more than 100 individuals and its registered office is in the United Kingdom, the Supplier shall provide a written statement of the Supplier's equal opportunities policy and an adequate explanation of how the policy will be effected over time upon written request from Sport England;

20.1.3 use all reasonable endeavours to adhere to the current relevant codes of practice published by the Equality and Human Rights Commission, the Department for Work and Pensions and the Equality Commission for Northern Ireland.

21. Disability Discrimination

21.1 Where the Supplier provides Deliverables directly to the public or a section of the public and is therefore a "provider of services" for the purposes of Part III of the Equality Act, the Supplier, with respect to the Deliverables:

21.1.1 shall comply with all the relevant provisions of the Equality Act; and

21.1.2 warrants that the Deliverables shall comply with the Equality Act at no additional expense to disabled persons or Sport England.

22. Prevention of Corruption and Fraud

- 22.1 The Supplier shall not offer or give, or agree to give, to Sport England or any other public body or any person employed by or on behalf of Sport England or any other public body any gift or consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or any other contract with Sport England or any other public body, or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any such contract.
- 22.2 The Supplier warrants that it has not paid commission or agreed to pay commission to Sport England or any other public body or any person employed by or on behalf of Sport England or any other public body in connection with the Contract.
- 22.3 The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by its officers (including its shareholders, members and directors), employees, agents, suppliers and sub-contractors in connection with receipt of monies from Sport England.
- 22.4 If the Supplier, its officers (including its shareholders, members and directors), employees, agents, suppliers and sub-contractors or anyone acting on behalf of the Supplier engages in conduct prohibited by Clauses 22.1 and 22.3 Sport England may terminate the Contract.

23. Anti-Bribery

23.1 The Supplier undertakes to Sport England that it:

23.1.1 will fully comply with, and will procure that all sub-contractors and the Supplier's Staff fully comply with:

- (a) the Bribery Act 2010; and
- (b) Sport England's fraud and anti-bribery policy so far as it relates to the Supplier (as amended from time to time).

(the "**Anti-Bribery Requirements**");

23.1.2 will not do, or omit to do, any act that will cause Sport England to be in breach of the Anti Bribery Requirements;

23.1.3 has in place, and shall maintain in place throughout the term of this Contract, policies and procedures to ensure compliance with the Anti-Bribery Requirements and will enforce them where appropriate. At Sport England's request, the Supplier will disclose such policies and procedures to Sport England;

23.1.4 will make it clear to those providing services for the Supplier, including the Supplier's Staff and sub-contractors, that the Supplier does not accept or condone the payment of bribes on the Supplier's behalf.

24. Change Control

24.1 At any time, Sport England or the Supplier may request changes to any part of the Contract or the Schedules, including additions, deletions or other amendments by way of written notice specifying the nature of such changes to the other party (a "**Change Request**").

- 24.2 Following the receipt of a Change Request by either party, the Supplier shall submit a written estimate to Sport England as soon as reasonably practicable (and in any event within 10 working days) specifying:
- 24.2.1 the impact of implementing the proposed change or changes on the Services;
 - 24.2.2 whether any new third party contracts would need to be entered into by the Supplier as part of the proposed change or changes;
 - 24.2.3 any material changes which will be required to the Contract as part of the proposed change or changes;
 - 24.2.4 any impact on the Contract Price;
 - 24.2.5 its reasonable additional costs required to implement the proposed change or changes; and
 - 24.2.6 the cost savings or cost reductions resulting from the proposed change or changes,
- (the "**Impact Notice**")
- 24.3 The Supplier shall investigate the impact of implementing the proposed change or changes and prepare the Impact Notice at no charge to Sport England.
- 24.4 After receipt of an Impact Notice by Sport England, it shall decide in its absolute discretion whether to:
- 24.4.1 accept the Impact Notice, in which case the parties shall follow the procedure set out in 24.6; or
 - 24.4.2 withdraw or reject the proposed change in which case the Contract shall continue in force unchanged.
- 24.5 The Supplier shall, acting reasonably, have the right to reject a change requested by Sport England, in which case the Supplier shall notify Sport England specifying the reasons for its rejection within 10 working days of receiving a Change Request.
- 24.6 If Sport England accepts the Supplier's Impact Notice pursuant to Clause 24.4.1, the Supplier shall prepare two copies of a document setting out the agreed changes in full (the "**Change Authorisation Note**") as soon as practicable after receiving notice of Sport England's approval of the Impact Notice, which it shall sign and deliver to Sport England for its signature. Following receipt by Sport England of a valid and accurate Change Authorisation Note, Sport England shall sign both copies and return one copy to the Supplier.
- 24.7 Following signature of a Change Authorisation Note by both parties, the Contract shall be deemed to be varied accordingly.
- 24.8 Until a change is formally agreed in writing and signed by the parties in accordance with this Clause 24, the Supplier shall continue to perform its obligations under the Contract as if the change had not been proposed.

25. Notices

- 25.1 Any notice required to be given pursuant to the Contract shall be in writing, addressed to:

- 25.1.1 where such notice is sent by the Supplier, the nominated individual as notified by Sport England to the Supplier from time to time or in the absence of Sport England nominating such an individual, Sport England's Head of Legal Services; or
- 25.1.2 an authorised official of the Supplier (as notified by the Supplier to Sport England) where such notice is sent by Sport England.

25.2 Notices shall be sent either by hand, by prepaid recorded delivery or registered post or by prepaid first class post to the relevant address specified in the Order, or by fax confirmed by first class post to Sport England or the Supplier at the relevant address specified in the Order, and any such notice shall be deemed to have been received by the addressee at the time of delivery or, in the case of prepaid first class post, two days after posting.

26. General

- 26.1 The failure of either party to exercise or enforce any right conferred upon it by the Contract shall not be deemed to be a waiver of any such right or operate so as to bar the exercise or enforcement of any such right at any time(s) thereafter, as a waiver of another or constitute a continuing waiver. Each right or remedy of a party under this Contract is without prejudice to any other right or remedy of that party under this Contract or at law.
- 26.2 Nothing in the Contract shall be deemed to constitute either party as the agent of the other or create a partnership or joint venture between the parties and the Supplier shall have no power to bind Sport England or to contract in the name of or create a liability against Sport England in any matter whatsoever.
- 26.3 Any amendment or variation to the Contract shall have no effect unless expressly agreed in writing and duly executed by or on behalf of both parties.
- 26.4 If any provision of this Contract is declared by any competent court or body to be illegal, invalid or unenforceable under the law of any jurisdiction, or if any enactment is passed that renders any provision of this Contract illegal, invalid or unenforceable under the law of any jurisdiction this shall not affect or impair the legality, validity or enforceability of the remaining provisions of this Contract.
- 26.5 Without prejudice to the rights of either party in respect of actions relating to fraud (including fraudulent misrepresentation) the Contract and any appendices and any documents referred to therein constitutes the entire understanding between the parties with respect to the subject matter and supersedes all prior agreements, negotiations and discussions between the parties relating thereto.
- 26.6 This Contract does not create or infer any rights under the Contracts (Rights of Third Parties) Act 1999 which are enforceable by any person who is not a party to the Contract.
- 26.7 This Contract and any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and the parties submit to the exclusive jurisdiction of the English Courts.

Schedule 2

(Schedule of Services)

DELIVERY DATE

The Sports Leadership Essentials events are to be held on the following dates:

- 21 and 22 July 2016 (Roffey Park, Horsham);
- 17 and 18 November 2016 (Scarman House, Warwick Conferences, Coventry); and
- 1 and 2 March 2017 (Scarman House, Warwick Conferences, Coventry).

The Sports Leadership Essentials events are 2 day learning events for sport portfolio holders with a range of speakers and skills sessions.

DESCRIPTION OF SERVICES

- Deliver three Sports Leadership Essentials events
- Undertake research on the practical benefits that the attendees of the events have experienced and the steps they have put into practice as a result of learnings from the events and publish this research in the form of case studies.

**Schedule 3
(Supplier's Response)**

LGA and Sport England Sport improvement proposals 2016/17

Following the very successful delivery of three Leadership Essentials events during 2015/16, the proposals below outline improvement activities for 2016/17 that the LGA proposes to undertake with Sport England:

Leadership Essentials Sport events

The Leadership Essentials events continue to be very successful and feedback from Members is positive. The format has been extremely well received and popular.

The proposal is for the LGA to organise a further three Leadership Essentials Sport event. There is also an opportunity to refresh the programme, with a possible re-alignment of the programme to have the main theme as the contribution of sport and physical activity towards improved public health.

The LGA will undertake the following:

- develop the programme in conjunction with Sport England and promote attendance to the events to its members via bulletins and direct emails.
 - sub-contract LGA Associates and other speakers (as relevant) to facilitate and/or speak at the events.
 - Liaise with speakers and compile the delegate packs, which will contain presentations, programme and other information relevant to the event that Sport England or the LGA deems necessary to include. The delegate packs will be couriered by the LGA to the event venue.
 - Compile the results of the evaluation feedback from delegates after each event and send to Sport England.
 - Make payments to the sub-contractors following the events as agreed in the purchase orders issued to the sub-contractors.
- 21 & 22 July 2016 (Roffey Park)
- 17 & 18 November 2016 (Scarman House)
- 1 & 2 March 2017 (Scarman House)

- **Research (Assessing the impact of events)**

Since 2011, the LGA and Sport England have worked in partnership to run LE Sport events, Sport peer challenges and seminars and this has involved some 200 councillors and through the follow up that Sport England undertake there is anecdotal evidence that attending the sport leadership events has enabled the councillors to increase their knowledge and bring about positive developments for sport within their councils.

In order to capture this on a more formal basis, it is proposed that the LGA undertake an online questionnaire amongst councillors who have attended previous sport leadership

events to determine the impact that attending these events has had on them as individuals and the changes they have managed to instigate within their councils for sport provision.

The LGA will undertake the following:

- In liaison with Sport England, compile an online questionnaire (September/October 2016)
- Send the online questionnaire to councillors who have attended the LE Sport events between 2011-2016 (between October – November 2016)
- Compile the results of the responses in the form of a report and share with Sport England (November/December 2016)
- Appoint a sub-contractor to carry out telephone interviews with six councillors who have responded to the online questionnaire. Both LGA/Sport England to develop questions that the sub-contractor will use with councillors. (November/ December 2016)
- Produce a publication (6-10 pages) highlighting the findings from the telephone interviews with councillors. (January/February 2017)

Proposed activity costs:

Activity	Timescale	Cost including LGA management fee 10% (£)	Outputs/Outcomes
Total		£40,000	

* - excludes vat

**Schedule 5
(Fee Arrangements)**

Part 1 - Price

1. Contract Price

The total contact price is estimated to be £40,000 plus VAT, which is broken down into the following components:

-
-



2. Expenses

Travel

Subject to agreement, travel costs to and from the agreed Site shall be at the Supplier's expense. Travel time shall be at the Supplier's expense.

Train fares to anywhere other than to the Site shall be at Sport England's expense. Sport England shall only reimburse expenses for 2nd Class travel only unless otherwise agreed.

Any flights which the Supplier requires will need to be approved in writing in advance by Sport England and where such written authority has been provided shall be at Sport England's expense.

Mileage to anywhere other than to the Site shall be charged at £0.40 per mile.

Telephone Charges

Telephone Charges shall be deemed to be included in the Supplier's charges.

Hotels

All bookings shall be at the Supplier's expense unless otherwise agreed with Sport England and the Supplier's Staff shall settle all bills on departure.

Parking

Parking shall be at the Supplier's expense.

Subsistence Allowance

Subsistence allowances are the responsibility of the Supplier.

Part 2 – Payment

1. Payment Schedule

The Contract Price shall be paid on Sport England's receipt of satisfactory invoices from the Supplier for actual costs incurred by the Supplier in delivery of the Services to Sport England's satisfaction.

The Contract Price will be invoiced at the end of November 2016 and end of March 2017.

2. Invoices

Accurate invoices and all supporting documentation shall be addressed as follows:

Finance Department
Sport England
First Floor
Bloomsbury Street
London WC1B 3HF

For the attention of: Accounts Payable

3. Information to be included on Invoices

Invoices must include all of the following information:

- (i) Your name and address;
- (ii) Invoice Number;
- (iii) Invoice Date;
- (iv) Name of Sport England's Representative;
- (v) Title of the event as specified by Sport England's Representative;
- (vi) Suppliers name;
- (vii) Total Invoice cost;
- (viii) VAT Number (if VAT registered); and
- (ix) Sport England Contract Reference Number.