



North Northamptonshire Council

22 January 2026

DATED-----

SUPPLY AND MAILING OF GARDEN WASTE LETTERS AND BIN STICKERS

between

North Northamptonshire Council

and

Mailings Direct Ltd

Legal Services

North Northamptonshire Council

The Cube, George Street,

Corby NN17 1QG

Legal Ref: 27081

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This agreement is dated 22 January 2026

Parties

- (1) **NORTH NORTHAMPTONSHIRE COUNCIL** of Sheerness House, 41 Meadow Road, Kettering, NN16 8TL and whose address for service is at The Corby Cube, George Street, Corby, Northamptonshire, NN17 1QG (“**the Council**”)
- (2) **MAILINGS DIRECT LTD** incorporated and registered in England and Wales with company number 15131643 whose registered office is at Unit 6 The lightbox Birkenhead Merseyside CH41 5JW (“**the Supplier**”)

BACKGROUND

The Council has, through a competitive process, selected the Supplier to provide these services and the Supplier is willing and able to provide the services in accordance with the terms and conditions of this agreement.

Agreed terms

1. Definitions and Interpretation

- 1.1 The following definitions and rules of interpretation in this clause apply in this agreement.

Authorised Representatives: the persons respectively designated as such by the Council and the Supplier.

Best Industry Practice: the standards which fall within the upper quartile in the relevant industry for the provision of comparable services which are substantially similar to the Services or the relevant part of them, having regard to factors such as the nature and size of the parties, the KPIs, the term, the pricing structure and any other relevant factors.

Bribery Act: the Bribery Act 2010 together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

Business Continuity Plan: a plan for the supply of Services to minimise the effect of any unplanned interruption or event that would impact on the ability of the Supplier to supply the Services, in whole or in part, in accordance with the terms of this agreement.

Catastrophic Failure: any action by the Supplier, whether in relation to the Services and this agreement or otherwise, which in the reasonable opinion of the Council's Authorised Representative has or may cause significant harm to the reputation of the Council;

Change: any change to this agreement including to any of the Services.

Change Control Note: the written record of a Change agreed or to be agreed by the parties pursuant to the Change Control Procedure.

Change Control Procedure: the procedure for changing this agreement, as set out in **Schedule 3**.

Charges: the charges which shall become due and payable by the Council to the Supplier in respect of the Services in accordance with the provisions of this agreement, as such charges are set out in the Supplier's Tender.

Commencement Date: 1st March 2026

Commercially Sensitive Information: the information listed in the Suppliers Tender comprising the information of a commercially sensitive nature relating to the Supplier, its intellectual property rights or its business or which the Supplier has indicated to the Council that, if disclosed by the Council, would cause the Supplier significant commercial disadvantage or material financial loss.

Confidential Information: means all confidential information (however recorded or preserved) disclosed by a party or its Representatives to the other party and that party's Representatives in connection with this agreement, including but not limited to:

- a) any information that would be regarded as confidential by a reasonable businessperson relating to: (i) the business, affairs, customers, suppliers or plans of the disclosing party; and (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party;
- b) any information developed by the parties in the course of carrying out this agreement;
- c) Personal Data;
- d) any Commercially Sensitive Information.

Contract Year: any 12-month period starting on the Commencement Date and on each anniversary of the Commencement Date.

Default: any breach of the obligations of the relevant party (including abandonment of this agreement in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence of statement:

- a) in the case of the Council, of its employees, servants, agents;

b) in the case of the Supplier, of its Sub-contractors or any Supplier Personnel,

in connection with or in relation to this agreement and in respect of which such party is liable to the other.

Default Notice: is defined in clause 4.2.

Disaster: an event defined as a Disaster in the Business Continuity Plan.

Dispute Resolution Procedure: the procedure set out in clause 13.

Domestic Law: the law of the United Kingdom or a part of the United Kingdom.

End Date: 28th February 2027

EIRs: the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

Finder a Tender: the government's publishing portal for public sector procurement opportunities.

FOIA: the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

Force Majeure: any circumstance not within a party's reasonable control including, without limitation:

- a) acts of God, flood, drought, earthquake or other natural disaster;
- b) epidemic or pandemic;
- c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- d) nuclear, chemical or biological contamination or sonic boom;
- e) any law or action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition;
- f) collapse of buildings, fire, explosion or accident; and
- g) any labour or trade dispute, strikes, industrial action or lockouts (excluding any labour or trade dispute, strike, industrial action or lockout confined to the Supplier's workforce or the workforce of any Subcontractor of the Supplier).

Health and Safety Policy: the health and safety policy of the Council as provided to the Supplier on or before the Commencement Date and as subsequently provided to the Supplier from time to time except any provision of any such subsequently provided policy that cannot be reasonably reconciled to ensuring compliance with applicable Law regarding health and safety.

Information: has the meaning given under section 84 of FOIA.

Insolvency Event: where:

- a) the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- b) the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier (being a company, limited liability partnership or partnership);
- d) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Supplier (being a company, partnership or limited liability partnership);
- e) the holder of a qualifying floating charge over the assets of the Supplier (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
- f) a person becomes entitled to appoint a receiver over the assets of the Supplier or a receiver is appointed over the assets of the Supplier;
- g) a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- h) any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in (a) to (h) (inclusive);
- i) the Supplier suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
- j) the Supplier (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or

extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Law: the laws of England and Wales and the European Union and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the provision of the Services or with which the Supplier must comply.

Necessary Consents: all approvals, certificates, authorisations, permissions, licences, permits, regulations and consents necessary from time to time for the performance of the Services.

Performance Standard: the minimum level of performance of the Service which is required by the Council as set out paragraph 5 of the Specification

Prohibited Act: the following constitute Prohibited Acts:

- a) to directly or indirectly offer, promise or give any person working for or engaged by the Council a financial or other advantage as an inducement or reward for any improper performance of a relevant function of activity;
- b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this agreement;
- c) committing any offence: (i) under the Bribery Act; (ii) under legislation or common law concerning fraudulent acts; or (iii) of defrauding, attempting to defraud or conspiring to defraud the Council;
- d) any activity, practice or conduct which would constitute one of the offences listed under (c) above, if such activity, practice or conduct had been carried out in the UK.

Relevant Requirements: all applicable law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010.

Remediation Notice: a notice served by the Council in accordance with clause 0.

Replacement Services: any services that are identical or substantially similar to any of the Services and which the Council receives in substitution for any of the Services following the termination or expiry of this agreement, whether those services are provided by the Council internally or by any Replacement Supplier.

Replacement Supplier: any third-party supplier of Replacement Services appointed by the Council from time to time.

Representatives: means, in relation to a party, its employees, officers, contractors, subcontractors, representatives and advisors.

Request for Information: a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the EIRs.

Services: the services to be delivered by or on behalf of the Supplier under this agreement, as more particularly described in **Schedule 1**.

Supplier Party: the Supplier's agents and contractors, including each Sub-Contractor.

Supplier Personnel: all employees, staff, other workers, agents and consultants of the Supplier and of any Sub-Contractors who are engaged in the provision of the Services from time to time.

Supplier's Tender: the tender submitted by the Supplier and other associated documentation set out in **Schedule 2**.

Sub-Contract: any contract or agreement, or proposed contract or agreement, between the Supplier and a third party pursuant to which that third party agrees to provide to the Supplier the Services or any part of the Services.

Sub-Contractor: the third parties that enter into a Sub-Contract with the Supplier.

Term: the period from the Commencement Date to the End Date unless terminated earlier in accordance with the terms of this agreement.

Termination Date: the date of expiry or termination of this agreement.

Working Day: Monday to Friday, excluding any public holidays in England and Wales.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement and any reference to this agreement includes the schedules.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 Unless expressly provided otherwise in this agreement, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted and includes any subordinate legislation made under it, in each case from time to time.
- 1.9 A reference to **writing** or **written** includes fax and e-mail.
- 1.10 Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.11 A reference to this agreement or to any other agreement or document is a reference to this agreement or such other agreement or document as varied from time to time.
- 1.12 References to clauses and schedules are to the clauses and schedules of this agreement and references to paragraphs are to paragraphs of the relevant schedule.
- 1.13 Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.14 If there is any conflict or inconsistency between the provisions in the main body of this agreement and the schedules, such conflict or inconsistency shall be resolved according to the following order of priority:
- (a) the clauses of the agreement;
 - (b) **Schedule 1** to this agreement;
 - (c) the remaining schedules to this agreement other than **Schedule 2**;
 - (d) **Schedule 2** to this agreement.

Commencement and duration

2. Term

- 2.1 This agreement shall take effect on the Commencement Date and shall continue for the Term.

3. Due diligence and Supplier's warranty

3.1 The Supplier acknowledges and confirms that:

- (a) the Council has delivered or made available to the Supplier all of the information and documents that the Supplier considers necessary or relevant for the performance of its obligations under this agreement;
- (b) it has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied or made available to it by or on behalf of the Council pursuant to clause 3(a);
- (c) it has satisfied itself (whether by inspection or having raised all relevant due diligence questions with the Council before the Commencement Date) of all relevant details relating to the performance of its obligations under this agreement (including without limitation the suitability of Council Premises); and
- (d) it has entered into this agreement in reliance on its own due diligence.

3.2 Save as provided in this agreement, no representations, warranties or conditions are given or assumed by the Council in respect of any information which is provided to the Supplier by the Council and any such representations, warranties or conditions are excluded, save to the extent that such exclusion is prohibited by law.

3.3 The Supplier:

- (a) warrants and represents that all information and statements made by the Supplier as a part of the procurement process, including without limitation the Supplier's Tender or response to any pre-qualification questionnaire (if applicable), remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Council prior to execution of the agreement; and
- (b) shall promptly notify the Council in writing if it becomes aware during the performance of this agreement of any inaccuracies in any information provided to it by the Council during such due diligence which materially and adversely affects its ability to perform the Services.

3.4 The Supplier shall not be entitled to recover any additional costs from the Council which arise from, or be relieved from any of its obligations as a result of, any matters or inaccuracies notified to the Council by the Supplier in accordance with clause 0, save where such additional costs or adverse effect on performance have been caused by the Supplier having been provided with fundamentally misleading information by or on behalf of the Council and the Supplier could not reasonably have known that the information was incorrect or misleading at the time such information was provided. If this exception applies,

the Supplier shall be entitled to recover such reasonable additional costs from the Council or shall be relieved from performance of certain obligations as shall be determined by the Change Control Procedure.

- 3.5 Nothing in this clause 3 shall limit or exclude the liability of the Council for fraud or fraudulent misrepresentation.

The services

4. Supply of services and Business Continuity

4.1 The Supplier shall provide the Services to the Council with effect from the Commencement Date and for the duration of this agreement in accordance with the provisions of this agreement, including without limitation Schedule 1 and Schedule 2.

4.2 In the event that the Supplier does not comply with the provisions of clause 0 in any way, the Council may serve the Supplier with a notice in writing setting out the details of the Supplier's default (a **Default Notice**).

4.3 The Supplier shall maintain, update and test the Business Continuity Plan and ensure that it is able to implement the provisions of the Business Continuity Plan at any time in accordance with its terms.

4.4 Following the declaration of a Disaster in respect of any of the Services, the Supplier shall:

- (a) implement the Business Continuity Plan;
- (b) continue to provide the affected Services in accordance with the Business Continuity Plan; and
- (c) restore the affected Services to normal within the period laid out in the Business Continuity Plan.

4.5 The Supplier shall provide the Council with a copy of its Business Continuity Plans for the Services upon request.

5. Service standards

5.1 The Supplier shall provide the Services, or procure that they are provided:

- (a) with reasonable skill and care and in accordance with Best Industry Practice. ;
- (b) in all respects in accordance with the Council's policies set out in Schedule 1; and

(c) in accordance with all applicable Law.

- 5.2 The Implementation Criteria set out in paragraph 4.1 of the Specification forms part of the Services and shall be delivered by the date set out in that paragraph 4.1
- 5.3 The Services are subject to the Performance Standards set out in paragraph 5 of the Specification.
- 5.4 The Supplier shall provide the Service in such a manner and will ensure that the Performance Standards in respect of the Services is equal to or higher than the corresponding standards set out in the table at paragraph 5.2 of the Specification.
- 5.5 If the existing Services are varied or new Services are added, the Performance Standards for the same will be determined by the Council and communicated to the Supplier within a reasonable period
- 5.6 The Supplier shall provide monthly reports summarising the achieved Performance Standards as provided for in paragraph 5.4 of the Specification.
- 5.7 In the event that the Services fall short of the Performance Standards, without prejudice to any other rights the Council may have, the deductions set out in paragraph 5.2 of the Specification shall apply.

6 Compliance

- 6.1 The Supplier shall ensure that all Necessary Consents are in place to provide the Services, and the Council shall not (unless otherwise agreed in writing) incur any additional costs associated with obtaining, maintaining or complying with the same.
- 6.2 Where there is any conflict or inconsistency between the provisions of this agreement and the requirements of a Necessary Consent, then the latter shall prevail, provided that the Supplier has made all reasonable attempts to obtain a Necessary Consent in line with the requirements of the Services and the Supplier has notified the Council in writing.
- 6.3 The Supplier shall (and shall procure that the Supplier Personnel shall) perform its obligations under this agreement (including those in relation to the Services) in accordance with:
 - 6.3.1 all applicable Law regarding health and safety; and

6.3.2 the Health and Safety Policy whilst at the Council Premises.

6.4 Each Party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards at the Council's premises of which it becomes aware, and which relate to or arise in connection with the performance of this agreement. The Supplier shall instruct the Supplier Personnel to adopt any necessary associated safety measures in order to manage any such material health and safety hazards.

6.5 Without limiting the general obligation set out in clause 5, the Supplier shall (and shall procure that the Supplier Personnel shall):

6.5.1 perform its obligations under this agreement (including those in relation to the Services) in accordance with:

6.5.1.1 all applicable equality law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise);

6.5.1.2 the Council's equality and diversity policy as provided to the Supplier from time to time;

6.5.1.3 any other requirements and instructions which the Council reasonably imposes in connection with any equality obligations imposed on the Council at any time under applicable equality law;

6.5.2 take all necessary steps, and inform the Council of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation); and

6.5.3 at all times comply with the provisions of the Human Rights Act 1998 in the performance of this agreement. The Supplier shall also undertake, or refrain from undertaking, such acts as the Council requests so as to enable the Council to comply with its obligations under the Human Rights Act 1998.

7 Payment

7.1 In consideration of the provision of the Services by the Supplier in accordance with the terms and conditions of this agreement, including to but not limited to fulfilling the requirements set out in the Specification, the Council shall pay the Charges to the Supplier.

7.2.1 The Charges:

7.2.2 shall remain fixed during the Term; and

- 7.2.3 are the entire price payable by the Council to the Supplier in respect of the Services and include, without limitation, any royalties, licence fees, supplies and all consumables used by the Supplier, travel costs, accommodation expenses and the cost of Supplier Personnel.
- 7.3 The Supplier shall invoice the Council for payment of the Charges. All invoices shall be directed to the Council's Authorised Representative and shall contain such information as the Council may inform the Supplier from time to time.
- 7.4 The Council shall accept and process for payment an electronic invoice submitted by the Supplier, where it complies with the standard on electronic invoicing and is undisputed. For these purposes, an electronic invoice complies with the standard of electronic invoicing where it complies with the standard and any of the syntaxes published in the UK version of Commission Implementing Decision (EU) 2017/1870 as it forms part of English law under the European Union (Withdrawal) Act 2018.
- 7.5 Where the Supplier submits an invoice to the Council in accordance with clause 7.3, the Council will consider and verify that invoice in a timely fashion.
- 7.6 The Council shall pay the Supplier any sums due under such an invoice no later than a period of 30 days from the date on which the Council has determined that the invoice is valid and undisputed.
- 7.7 Where the Council fails to comply with clause 7.5 , and there is an undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purposes of clause 7.6 after a reasonable time has passed from the date on which it is received by the Council.
- 7.8 Where the Supplier enters into a Sub-Contract, the Supplier shall include in that Sub-Contract:
- 7.8.1 provisions having the same effect as clause 7.5 to clause 7.7 of this agreement; and
 - 7.8.2 a provision requiring the counterparty to that Sub-Contract to include in any Sub-Contract which it awards provisions having the same effect as clause 7.5 to clause 7.7 of this agreement.

In this clause 7.8.2, "Sub-Contract" means a contract between two or more suppliers, at any stage of remoteness from the Council in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this agreement.

- 7.9 Where any party disputes any sum to be paid by it then a payment equal to the sum not in dispute shall be paid and the dispute as to the sum that remains unpaid shall be determined in accordance with clause 13. Provided that the sum has been disputed in good faith, interest due on any sums in dispute shall not accrue until 7 days after resolution of the dispute between the parties.
- 7.10 Subject to clause 7.9, interest shall be payable on the late payment of any undisputed Charges properly invoiced under this agreement in accordance with clause 8. The Supplier shall not suspend the supply of the Services if any payment is overdue.
- 7.11 The Charges are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Council following delivery of a valid VAT invoice. The Supplier shall indemnify the Council against any liability (including any interest, penalties or costs incurred) which is levied, demanded or assessed on the Council at any time in respect of the Supplier's failure to account for, or to pay, any VAT relating to payments made to the Supplier under this agreement.
- 7.12 The Supplier shall maintain complete and accurate records of, and supporting documentation for, all amounts which may be chargeable to the Council pursuant to this agreement. Such records shall be retained for inspection by the Council for 6 years from the end of the Contract Year to which the records relate.
- 7.13 The Council may at any time, set off any liability of the Supplier to the Council against any liability of the Council to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this agreement. Any exercise by the Council of its rights under this clause shall not limit or affect any other rights or remedies available to it under this agreement or otherwise.
- 7.14 All amounts due under this agreement from the Supplier to the Council shall be paid in full without any set-off, counterclaim, deduction or withholding (other than deduction or withholding tax as required by law).

8 Interest

- 8.1 Each party shall pay interest on any sum due under this agreement, calculated as follows:
- 8.2.1 Rate. 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 8.2.2 Period. From when the overdue sum became due, until it is paid.

Staff

9 Personnel used to provide the services

- 9.1 At all times, the Supplier shall ensure that:
- 9.1.1 each of the Supplier Personnel is suitably qualified, adequately trained and capable of providing the applicable Services in respect of which they are engaged;
 - 9.1.2 there is an adequate number of Supplier Personnel to provide the Services properly;
 - 9.1.3 only those people who are authorised by the Supplier (under the authorisation procedure to be agreed between the parties) are involved in providing the Services; and
 - 9.1.4 all of the Supplier Personnel comply with all of the Council's policies including those that apply to persons who are allowed access to the applicable Council's Premises.
- 9.2 The Council may refuse to grant access to, and remove, any of the Supplier Personnel who do not comply with any such policies, or if they otherwise present a security threat.
- 9.3 The Supplier shall replace any of the Supplier Personnel who the Council reasonably decides to have failed to carry out their duties with reasonable skill and care. Following the removal of any of the Supplier Personnel for any reason, the Supplier shall ensure such person is replaced promptly with another person with the necessary training and skills to meet the requirements of the Services.
- 9.4 The Supplier shall maintain up-to-date personnel records on the Supplier Personnel engaged in the provision of the Services and shall provide information to the Council as the Council reasonably requests on the Supplier Personnel. The Supplier shall ensure at all times that it has the right to provide these records in compliance with the applicable Data Protection Legislation.
- 9.5 The Supplier shall use its reasonable endeavours to ensure continuity of personnel and to ensure that the turnover rate of its staff engaged in the provision or management of the Services is at least as good at the prevailing industry norm for similar services, locations and environments.

Contract management

10 Reporting and meetings

- 10.1 The Authorised Representatives shall meet on when required to discuss the requirements of the Service.

11 Monitoring

- 11.1 The Council may monitor the performance of the Services by the Supplier.
- 11.2 The Supplier shall co-operate, and shall procure that its Sub-Contractors co-operate, with the Council in carrying out the monitoring referred to in clause 11.1 at no additional charge to the Council.

12 Change control and continuous improvement

- 12.1 Any requirement for a Change shall be subject to the Change Control Procedure.
- 12.2 The Supplier shall have an ongoing obligation throughout the Term to identify new or potential improvements to the Services. As part of this obligation the Supplier shall identify and report to the Council's Authorised Representative quarterly during the Contract Year on:
- 12.2.1 the emergence of new and evolving relevant technologies which could improve the Services;
 - 12.2.2 new or potential improvements to the Services including the quality, responsiveness, procedures, benchmarking methods, performance mechanisms and customer support services in relation to the Services;
 - 12.2.3 new or potential improvements to the interfaces or integration of the Services with other services provided by third parties or the Council which might result in efficiency or productivity gains or in reduction of operational risk; and
 - 12.2.4 changes in ways of working that would enable the Services to be delivered at lower costs and/or bring greater benefits to the Council.
- 12.3 Any potential Changes highlighted as a result of the Supplier's reporting in accordance with clause 12.2 shall be addressed by the parties using the Change Control Procedure.

13 Dispute resolution

- 13.1 If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it (**Dispute**) then the parties shall follow the procedure set out in this clause:
- 13.1.1 either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, the Authorised Representatives shall attempt in good faith to resolve the Dispute;
- 13.1.2 if the Authorised Representatives are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to the Council's Assistant Director and the Supplier's Vanessa Dooley who shall attempt in good faith to resolve it; and
- 13.1.3 if the Council's Assistant Director and the Supplier's Director Vanessa Dooley are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR. To initiate the mediation, a party must serve notice in writing (ADR notice) to the other party to the Dispute, requesting a mediation. The mediation will start not later than 28 days after the date of the ADR notice.
- 13.2 The commencement of mediation shall not prevent the parties commencing or continuing court proceedings in relation to the Dispute under clause 36 which clause shall apply at all times.

14 Sub-Contracting and assignment

- 14.1 Subject to clause 14.3, neither party shall assign, novate, subcontract or otherwise dispose of any or all of its rights and obligations under this agreement without the prior written consent of the other party, neither may the Supplier subcontract the whole or any part of its obligations under this agreement except with the express prior written consent of the Council, such consent not to be unreasonably withheld.
- 14.2 In the event that the Supplier enters into any Sub-Contract in connection with this agreement it shall:
- 14.2.1 remain responsible to the Council for the performance of its obligations under the agreement notwithstanding the appointment of any Sub-Contractor and be responsible for the acts omissions and neglects of its Sub-Contractors;

- 14.2.2 impose obligations on its Sub-Contractor in the same terms as those imposed on it pursuant to this agreement and shall procure that the Sub-Contractor complies with such terms; and
- 14.2.3 provide a copy, at no charge to the Council, of any such Sub-Contract on receipt of a request for such by the Council's Authorised Representative.
- 14.3 The Council shall be entitled to novate (and the Supplier shall be deemed to consent to any such novation) the agreement to any other body which substantially performs any of the functions that previously had been performed by the Council.
- 14.4 Without prejudice to the generality of this clause 14, the Supplier shall:
 - 14.4.1 subject to clause 14.6, advertise on Find a Tender all subcontract opportunities arising from or in connection with the provision of the Services above a minimum threshold of £25,000 that arise during the Term;
 - 14.4.2 within 90 days of awarding a Subcontract, update the notice on Find a Tender with details of the Subcontractor;
 - 14.4.3 promote Find a Tender to its suppliers and encourage those organisations to register on Find a Tender.
- 14.5 Each advert referred to at clause 14.4.1 shall provide a full and detailed description of the subcontract opportunity with each of the mandatory fields being completed on Find a Tender by the Supplier.
- 14.6 The obligation at clause 14.4 shall only apply in respect of subcontract opportunities arising after the Commencement Date.
- 14.7 Notwithstanding clause 14.4, the Council may by giving its prior written approval agree that a subcontract opportunity is not required to be advertised on Find a Tender.

Liability

15 Indemnities

- 15.1 The Supplier shall indemnify and keep indemnified the Council against all liabilities, costs, expenses, damages and losses incurred by the Council arising out of or in connection with:
 - 15.2.1 the Supplier's breach or negligent performance or non-performance of this agreement;

15.2.2 any claim made against the Council arising out of or in connection with the provision of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this agreement by the Supplier or Supplier Personnel;

15.2.3 the enforcement of this agreement.

15.2 The indemnity under clause 15.1 shall apply except insofar as the liabilities, costs, expenses, damages and losses incurred by the Council are directly caused (or directly arise) from the negligence or breach of this agreement by the Council or its Representatives.

16 Limitation of liability

16.1 Neither party shall be liable to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect or consequential loss arising under or in connection with this agreement.

16.2 The Supplier assumes responsibility for and acknowledges that the Council may, amongst other things, recover:

16.2.1 sums paid by the Council to the Supplier pursuant to this agreement, in respect of any services not provided in accordance with the agreement;

16.2.2 wasted expenditure;

16.2.3 additional costs of procuring and implementing replacements for, or alternatives to, the Services, including consultancy costs, additional costs of management time and other personnel costs and costs of equipment and materials;

16.2.4 losses incurred by the Council arising out of or in connection with any claim, demand, fine, penalty, action, investigation or proceeding by any third party (including any Subcontract, Supplier Personnel, regulator or customer of the Council) against the Council caused by the act or omission of the Supplier; and

16.2.5 any anticipated savings.

16.3 Each party shall at all times take all reasonable steps to minimise and mitigate any loss or damage arising out of or in connection with this agreement, including any losses for which the relevant party is entitled to bring a claim against the other party pursuant to the indemnities in this agreement.

16.4 Notwithstanding any other provision of this agreement neither party limits or excludes its liability for:

- 16.4.1 fraud or fraudulent misrepresentation;
- 16.4.2 death or personal injury caused by its negligence (or the negligence of its personnel, agents or subcontractors);
- 16.4.3 breach of any obligation as to title implied by statute; or
- 16.4.4 any other liability for which may not be limited under any applicable law.

17 Insurance

17.1 The Supplier shall at its own cost effect and maintain with a reputable insurance company a policy or policies of insurance providing as a minimum the following levels of cover:

- 17.1.1 public liability insurance with a limit of indemnity of not less than £5,000,000 in relation to any one claim or series of claims;
- 17.1.2 employer's liability insurance with a limit of indemnity of not less than £5,000,000 in relation to any one claim or series of claims;
- 17.1.3 professional indemnity insurance with a limit of indemnity of not less than £2,000,000 in relation to any one claim or series of claims and shall ensure that all professional consultants or Sub-Contractors involved in the provision of the Services hold and maintain appropriate cover;

(the **Required Insurances**). The cover shall be in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's performance of the agreement, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Supplier.

17.2 The Supplier shall give the Council, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the Required Insurances are in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

17.3 If, for whatever reason, the Supplier fails to give effect to and maintain the Required Insurances, the Council may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.

17.4 The terms of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the agreement.

- 17.5 The Supplier shall hold and maintain the Required Insurances for a minimum of six years following the expiration or earlier termination of the agreement.

Information

18 Freedom of information

- 18.1 The Supplier acknowledges that the Council is subject to the requirements of the FOIA and the EIRs. The Supplier shall:

18.1.1 provide all necessary assistance and cooperation as reasonably requested by the Council to enable the Council to comply with its obligations under the FOIA and EIRs;

18.1.2 transfer to the Council all Requests for Information relating to this agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;

18.1.3 provide the Council with a copy of all Information belonging to the Council requested in the Request For Information which is in its possession or control in the form that the Council requires within 5 Working Days (or such other period as the Council may reasonably specify) of the Council's request for such Information; and

18.1.4 not respond directly to a Request For Information unless authorised in writing to do so by the Council.

- 18.2 The Supplier acknowledges that the Council may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Supplier. The Council shall take reasonable steps to notify the Supplier of a Request For Information (in accordance with the Cabinet Office's Freedom of Information Code of Practice issued under section 45 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this agreement) the Council shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

- 18.3 Notwithstanding any other term of this agreement, the Supplier consents to the publication of this agreement in its entirety (including variations), subject only to the redaction of information that is exempt from disclosure in accordance with the provisions of the FOIA and EIRs.

- 18.4 The Council shall, prior to publication, consult with the Supplier on the manner and format of publication and to inform its decision regarding any redactions but shall have the final decisions in its absolute discretion. The Supplier shall

assist and co-operate with the Council to enable the Council to publish this agreement.

19 Data processing

19.1 The Services involve the Processing of Personal Data and the provisions set out in Schedule 4 shall apply.

20 Confidentiality

20.1 Subject to clause 20.2, each party shall keep the other party's Confidential Information confidential and shall not:

20.1.1 use such Confidential Information except for the purpose of performing its rights and obligations under or in connection with this agreement; or

20.1.2 disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 20

20.2 The obligation to maintain confidentiality of Confidential Information does not apply to any Confidential information:

20.2.1 which the other party confirms in writing is not required to be treated as Confidential Information;

20.2.2 which is obtained from a third party who is lawfully authorised to disclose such information without any obligation of confidentiality;

20.2.3 which a party is required to disclose by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable law, including the FOIA or the EIRs;

20.2.4 which is in or enters the public domain other than through any disclosure prohibited by this agreement;

20.2.5 which a party can demonstrate was lawfully in its possession prior to receipt from the other party; or

20.2.6 which is disclosed by the Council on a confidential basis to any central government or regulatory body.

20.3 A party may disclose the other party's Confidential Information to those of its Representatives who need to know such Confidential Information for the purposes of performing or advising on the party's obligations under this agreement, provided that:

20.3.1 it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and

- 20.3.2 it procures that its Representatives shall, in relation to any Confidential Information disclosed to them, comply with the obligations set out in this clause as if they were a party to this agreement,
- 20.3.3 and at all times, it is liable for the failure of any Representatives to comply with the obligations set out in this clause 20.3.

20.4 The provisions of this clause 20 shall survive for a period of 6 years from the Termination Date.

21 Audit

- 21.1 During the Term and for a period of 6 years after the Termination Date, the Council (acting by itself or through its Representatives) may conduct an audit of the Supplier, including for the following purposes:
 - 21.1.1 to verify the accuracy of Charges (and proposed or actual variations to them in accordance with this agreement) and/or the costs of all suppliers (including Sub-Contractors) of the Services;
 - 21.1.2 to review the integrity, confidentiality and security of any data relating to the Council or any service users;
 - 21.1.3 to review the Supplier's compliance with the Data Protection Legislation and the FOIA, in accordance with clause 19 (Data Protection) and clause 18 (Freedom of Information) and any other legislation applicable to the Services;
 - 21.1.4 to review any records created during the provision of the Services;
 - 21.1.5 to review any books of account kept by the Supplier in connection with the provision of the Services;
 - 21.1.6 to carry out the audit and certification of the Council's accounts;
 - 21.1.7 to carry out an examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Council has used its resources;
 - 21.1.8 to verify the accuracy and completeness of the Management Reports delivered or required by this agreement.
- 21.2 Except where an audit is imposed on the Council by a regulatory body or where the Council has reasonable grounds for believing that the Supplier has not complied with its obligations under this agreement, the Council may not conduct an audit under this clause 21 more than twice in any calendar year.
- 21.3 The Council shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier or delay the provision of the Services.

21.4 Subject to the Council's obligations of confidentiality, the Supplier shall on demand provide the Council and any relevant regulatory body (and/or their agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:

21.4.1 all information requested by the above persons within the permitted scope of the audit;

21.4.2 reasonable access to any sites and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services; and

21.4.3 access to the Supplier Personnel.

21.5 The Council shall endeavour to (but is not obliged to) provide at least 14 Working Days' notice of its intention or, where possible, a regulatory body's intention, to conduct an audit.

21.6 The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause, unless the audit identifies a material failure to perform its obligations under this agreement in any material manner by the Supplier in which case the Supplier shall reimburse the Council for all the Council's reasonable costs incurred in the course of the audit.

21.7 If an audit identifies that:

21.7.1 the Supplier has failed to perform its obligations under this agreement in any material manner, the parties shall agree and implement a remedial plan. If the Supplier's failure relates to a failure to provide any information to the Council about the Charges, proposed Charges or the Supplier's costs, then the remedial plan shall include a requirement for the provision of all such information;

21.7.2 the Council has overpaid any Charges, the Supplier shall pay to the Council the amount overpaid within 20 days. The Council may deduct the relevant amount from the Charges if the Supplier fails to make this payment; and

21.7.3 the Council has underpaid any Charges, the Council shall pay to the Supplier the amount of the under-payment less the cost of audit incurred by the Council if this was due to a default by the Supplier in relation to invoicing within 20 days.

22 Intellectual property

22.1 In the absence of prior written agreement by the Council to the contrary, all Intellectual Property Rights created by the Supplier or Supplier Personnel:

- 22.1.2 in the course of performing the Services; or
 - 22.1.3 exclusively for the purpose of performing the Services, shall vest in the Council on creation.
- 22.2 The Supplier shall indemnify the Council against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any Intellectual Property Right by the availability of the Services, except to the extent that they have been caused by or contributed to by the Council's acts or omissions.

Termination

23 Termination for breach

- 23.1 The Council may terminate this agreement in whole or part with immediate effect by the service of written notice on the Supplier in the following circumstances:
- 23.1.1 if the Supplier is in breach of any material obligation under this agreement provided that if the breach is capable of remedy, the Council may only terminate this agreement under this clause 0 if the Supplier has failed to remedy such breach within 28 days of receipt of notice from the Council (a **Remediation Notice**) to do so;
 - 23.1.2 if a Catastrophic Failure has occurred;
 - 23.1.3 if there is an Insolvency Event.
 - 23.1.4 if there is a change of control of the Supplier within the meaning of section 1124 of the Corporation Tax Act 2010.
 - 23.1.5 the Council reasonably believes that the circumstances set out in regulation 73(1) of the Public Contracts Regulations 2015 apply.
- 23.2 The Council may terminate this agreement in accordance with the provisions of clause 24 and clause 25.
- 23.3 If this agreement is terminated by the Council pursuant to this clause 23 , such termination shall be at no loss or cost to the Council and the Supplier hereby indemnifies the Council against any such losses or costs which the Council may suffer as a result of any such termination.

24 Termination on notice

24.1 Without affecting any other right or remedy available to it, the Council may terminate this agreement at any time by giving 3 months' written notice to the Supplier.

25 Force majeure

- 25.1 Provided it has complied with the remaining provisions of this Clause 25, if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations.
- 25.2 The corresponding obligations of the other party will be suspended to the same extent as those of the Affected Party.
- 25.3 The Affected Party shall:
- 25.3.1 as soon as reasonably practicable after the start of the Force Majeure Event but not later than 7 days from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
 - 25.3.2 use all reasonable endeavours to mitigate the effect of the Force Majeure Event.
- 25.4 An Affected Party cannot claim relief if the Force Majeure Event is attributable to the Affected Party's wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event. The Supplier cannot claim relief if the Force Majeure Event is one which, in accordance with Best Industry Practice, the Supplier should have foreseen and provided for the cause in question.
- 25.5 The Affected Party shall notify the other party in writing as soon as practicable after the Force Majeure Event ceases or no longer causes the affected party to be unable to comply with its obligations under this agreement. Following such notification, this agreement shall continue to be performed on the terms existing immediately before the occurrence of the Force Majeure Event unless agreed otherwise by the parties.
- 25.6 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 4 weeks, the

party not affected by the Force Majeure Event may terminate this agreement by giving 1 weeks' notice to the Affected Party.

26 Prevention of bribery

- 26.1 The Supplier represents and warrants that neither it, nor any Supplier Personnel:
- 26.1.2 has committed a Prohibited Act;
 - 26.1.3 to the best of its knowledge has been or is subject to an investigation, inquiry or enforcement proceedings by a governmental, administrative or regulatory body regarding any Prohibited Act or alleged Prohibited Act; or
 - 26.1.4 has been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.
- 26.2 The Supplier shall promptly notify the Council if, at any time during the Term, its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out in clause 0 at the relevant time.
- 26.3 The Supplier shall (and shall procure that its Supplier Personnel shall) during the Term:
- 26.3.1 not commit a Prohibited Act; and/or
 - 26.3.2 not do or omit to do anything that would cause the Council or any of the Council's employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.
 - 26.3.3 have and maintain in place its own policies and procedures to ensure compliance with the Relevant Requirements and prevent occurrence of a Prohibited Act;
 - 26.3.4 notify the Council (in writing) if it becomes aware of any breach of clause 26.3.1 or clause 26.3.2, or has reason to believe that it or any person associated with it has received a request or demand for any undue financial or other advantage in connection with performance of this agreement.
- 26.4 The Supplier shall maintain appropriate and up to date records showing all payments made by the Supplier in connection with this agreement and the steps taken to comply with its obligations under clause 26.3.

- 26.5 The Supplier shall allow the Council and its third-party representatives to audit any of the Supplier's records and any other relevant documentation in accordance with clause 21.
- 26.6 If the Supplier is in Default under this clause 26 the Council may by notice:
- 26.6.1 require the Supplier to remove from performance of this agreement any Supplier Personnel whose acts or omissions have caused the Default; or
 - 26.6.2 immediately terminate this agreement.
- 26.7 Any notice served by the Council under clause 26.6 shall specify the nature of the Prohibited Act, the identity of the Party who the Council believes has committed the Prohibited Act and the action that the Council has elected to take (including, where relevant, the date on which this agreement shall terminate).

27 Consequences of termination or expiry

- 27.1 On termination or expiry of this agreement the Supplier shall procure that all data and other material belonging to the Council (and all media of any nature containing information and data belonging to the Council or relating to the Services), shall be delivered to the Council forthwith and the Supplier Authorised Representative shall certify full compliance with this clause.
- 27.2 Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry, including clause 15 (Indemnities), clause 16 (Limitation of Liability), clause 17 (Insurance), clause 18 (Freedom of Information), clause 19 (Data Processing), clause 20 (Confidentiality), clause 21 (Audit), clause 23 (Termination for Breach) and this clause 27(Consequences of termination), shall remain in full force and effect.
- 27.3 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the Termination Date.

General provisions

28 Waiver

- 28.1 No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No

single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

29 Rights and remedies

29.1 The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

30 Severability

30.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

30.2 If any provision or part-provision of this agreement is deemed deleted under clause 30.1, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

31 Partnership or agency

31.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

31.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

32 Third party rights

32.1 This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

33 Publicity

33.1 The Supplier shall not:

33.1 make any press announcements or publicise this agreement or its contents in any way; or

33.2 use the Council's name or logo in any promotion or marketing or announcement of orders,

except as required by law, any government or regulatory authority, any court or other authority of competent jurisdiction, without the prior written consent of the Council, which shall not be unreasonably withheld or delayed.

34 Notices

34.1 Any notice given to a party under or in connection with this contract shall be in writing marked for the attention of the party's Authorised Representative and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).

34.2 Any notice shall be deemed to have been received:

34.2.1 if delivered by hand, at the time the notice is left at the proper address;

34.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Working Day after posting; or

34.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

34.4 A notice given under this agreement is not valid if sent by email.

35 Entire agreement

35.1 This agreement and the documents referred to in it constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

35.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

36 Governing law

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

37 Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

<small>DocuSigned by:</small>	
Signed by <i>Louise Delavalloire</i>
<small>FE2D995C89D744A...</small>	
for and on behalf of	
NORTH NORTHAMPTONSHIRE COUNCIL	
<hr/>	
Signed for and on behalf of MAILINGS DIRECT LTD	.
	<small>Signed by:</small>
	<i>David Dooley</i>
	<small>CF38AB1065C642E...</small>
	Director
<hr/>	

Schedule 1 Specification



RfQ - Garden Waste
Bin Stickers V2.docx

Schedule 2 Supplier's Tender



Waste Management Services
 North Northamptonshire Council
 Thrapston Office, Cedar Drive
 Thrapston NN14 4LZ
 Tel: 0300 126 3000
www.northnorthants.gov.uk

Name 7 King Street Town County Postcode	E-Mail: gardenwaste@northnorthants.gov.uk
	Date:

Dear Customer,

Garden Waste Subscription

Thank you for subscribing to North Northamptonshire Council's Garden Waste Collection Service. By using this service, you are reducing the amount of waste sent for disposal. Your garden waste will be composted and turned into an agricultural grade soil conditioner. For terms and conditions and for more information about this service please visit: www.northnorthants.gov.uk/gardenwaste or scan the QR code below.

Please stick the subscription sticker below on the lid of your garden waste bin, ensuring the surface of the lid is both clean and dry before firmly attaching your sticker. This will ensure that the collection crew can clearly see your bin on collection day.

Please present your garden waste bin at the kerbside or collection point by 6:30am on your specified day of collection. Please visit www.northnorthants.gov.uk/binday to find your garden waste collection day as this may be different to your regular refuse and recycling collection.

Yours faithfully
 Garden Waste Services

↓ PLEASE PEEL HERE ↓



www.northnorthants.gov.uk/gardenwaste



Registered Office: North Northamptonshire Council, Sheerness House, 41 Meadow Road, Kettering NN16 8TL

We take the protection of your data seriously. To see how we use your data and how to exercise your data rights visit: www.northnorthants.gov.uk/privacynotices. If you are concerned about your data or suspect a data breach, please contact the Data Protection Officer.

PLEASE PEEL HERE ↓



North Northamptonshire Council

www.northnorthants.gov.uk/gardenwaste



PLEASE PEEL HERE →



North Northamptonshire Council



www.northnorthants.gov.uk/gardenwaste



RfQ - Garden Waste Bin Stickers - Mailings (3) 13.11.25 (2).docx



Clarification Q & A



Re Clarification



Clarification Tender Submission - ISubmission - RFQ Sul

Schedule 3 Change control

1. General principles

- 1.1 Where the Council or the Supplier sees a need to change this agreement, the Council may at any time request, and the Supplier may at any time recommend, such Change only in accordance with the Change Control Procedure set out in paragraph 2 of this **Schedule 3**.
- 1.2 Until such time as a Change is made in accordance with the Change Control Procedure, the Council and the Supplier shall, unless otherwise agreed in writing, continue to perform this agreement in compliance with its terms before such Change.
- 1.3 Any discussions which may take place between the Council and the Supplier in connection with a request or recommendation before the authorisation of a resultant Change shall be without prejudice to the rights of either party.
- 1.4 Any work undertaken by the Supplier and the Supplier Personnel which has not been authorised in advance by a Change, and which has not been otherwise agreed in accordance with the provisions of this **Schedule 3**, shall be undertaken entirely at the expense and liability of the Supplier.

2. Procedure

- 2.1 Discussion between the Council and the Supplier concerning a Change shall result in any one of the following:
 - (a) no further action being taken; or
 - (b) a request to change this agreement by the Council; or
 - (c) a recommendation to change this agreement by the Supplier.
- 2.2 Where a written request for a Change is received from the Council, the Supplier shall, unless otherwise agreed, submit two copies of a Change Control Note signed by the Supplier to the Council within three weeks of the date of the request.
- 2.3 A recommendation to amend this agreement by the Supplier shall be submitted directly to the Council in the form of two copies of a Change Control Note signed by the Supplier at the time of such recommendation. The Council shall give its response to the Change Control Note within three weeks.

2.4 Each Change Control Note shall contain:

- (a) the title of the Change;
- (b) the originator and date of the request or recommendation for the Change;
- (c) the reason for the Change;
- (d) full details of the Change, including any specifications;
- (e) the price, if any, of the Change;
- (f) a timetable for implementation, together with any proposals for acceptance of the Change;
- (g) a schedule of payments if appropriate;
- (h) details of the likely impact, if any, of the Change on other aspects of this agreement including:
 - (i) the timetable for the provision of the Change;
 - (ii) the personnel to be provided;
 - (iii) the Charges;
 - (iv) the Documentation to be provided;
 - (v) the training to be provided;
 - (vi) working arrangements;
 - (vii) other contractual issues;
- (i) the date of expiry of validity of the Change Control Note;
- (j) provision for signature by the Council and the Supplier; and
- (k) if applicable, details of how costs incurred by the parties if the Change subsequently results in the termination of this agreement under clause 0 will be apportioned.

2.5 For each Change Control Note submitted by the Supplier the Council shall, within the period of the validity of the Change Control Note:

- (a) allocate a sequential number to the Change Control Note; and
- (b) evaluate the Change Control Note and, as appropriate:
 - (i) request further information;
 - (ii) accept the Change Control Note by arranging for two copies of the Change Control Note to be signed by or on behalf of the Council and return one of the copies to the Supplier; or
 - (iii) notify the Supplier of the rejection of the Change Control Note.

2.6 A Change Control Note signed by the Council and by the Supplier shall constitute an amendment to this agreement.

SCHEDULE 4

Data Processing Schedule

1 DESCRIPTION OF SERVICES

1.1 SUPPLY AND MAILING OF GARDEN WASTE BIN STICKERS

2 ROLES OF THE PARTIES

2.1 The relationship between the parties is Controller & Processor

The Data Controller is: North Northamptonshire Council
(NNC)

The Processor is: Mailings Direct Ltd

The data controllers Data Protection Officer's contact details:

NNC DPO Email: dpo@northnorthants.gov.uk

2.2 Mailings Direct Ltd will process some personal data, as a data processor for the data controller's purposes; and only on its instruction but also process that same personal data for their own separate purposes.

2.3 Where the data is used for a purpose outside the scope of this contract and schedule, Mailings Direct Ltd will become the data controller of that data and act in accordance with UK Data Protection Legislation. Mailings Direct Ltd should ensure their systems and procedures distinguish between personal data processed in their capacity as data controller and that data processed as a data processor, on the data controller's behalf.

2.4 All parties to this schedule must appoint and communicate to each other the Specific Points of Contact (SPOC). The SPOC's within each organisation will be the first point of contact for questions about this schedule.

NNC	
Name	Susan Payne
Job Title	Principal Waste Planner
Email	Susan.payne@northnorthants.gov.uk
Mailings Direct Ltd	
Name	David Dooley
Job Title	Director
Email	dave@mailingsdirect.co.uk

- 2.5 Data controllers are responsible for ensuring that the processing of personal data takes place in compliance with UK GDPR and the Data Protection Act 2018. Data controllers have the right and obligation to make decisions about the purposes and means of the processing of personal data.
- 2.6 Unless legally exempt, the provider is obligated to provide the data controller with confirmation and evidence of ICO registration.
- 2.7 Each party ensures that it has all necessary notices and consents in place to enable lawful transfer of the shared personal data between the parties for the agreed purposes.

3 PURPOSE AND SCOPE

- 3.1 The agreed purpose of this data processing is to send out renewal letters to subscribers to the Council's Garden Waste Collection Service.
- 3.2 Each party considers this data processing initiative necessary to achieve the agreed purpose.
- 3.3 The aim of the data processing is to enable the residents of North Northamptonshire to subscribe to the Garden Waste Collection Service
- 3.4 It will serve to benefit society by improving recycling rates by providing a Garden Waste Collection Service

4 Purpose Limitation

- 4.1 Personal data will be processed only on the data controller's documented instructions and not be, shared, disclosed, or used in any way except:
 - in accordance with this Schedule; or
 - as required by law.
- 4.2 As long as in keeping with this schedule and UK data protection legislation, the data processor may make its own day-to-day operational decisions, unless it is required to do otherwise by law.
- 4.3 Any data processing is undertaken in accordance with UK GDPR and the Data Protection Act 2018. Further details can be found at, <https://www.northnorthants.gov.uk/service-privacy-notice/waste-and-street-cleansing-privacy-notice>
- 4.5 Subsequent instructions can also be given by the data controller throughout the duration of the processing of personal data, but such instructions shall always be documented and kept in writing, including electronically.
- 4.6 Under Article 28(3)(d) the data processor should not engage another data processor (a sub-processor) without the data controller's prior specific or general written authorisation.
- 4.7 Where the data processor intends to engage a sub-contractor pursuant to clause 4.6 above and intends for that sub-contractor to process any personal data relating to this agreement, it shall:

- notify the data controller in writing of the intended processing by the sub-contractor;
- obtain prior written consent from the data controller to the processing;
- enter into a written agreement incorporating terms which are substantially similar to those set out in this schedule. Where applicable the data processor is liable to the data controller for a sub-processor's compliance with its data protection obligations.

4.8 The data recipient shall:

- not transfer or otherwise process the personal/special category data outside the UK without obtaining the data controller's prior written consent, which will include the transfer instructions and obligations under Article 45, 46 & 49 UK GDPR.
- not share the shared personal data with any third party without the consent of the data discloser in accordance with the data controllers transfer instructions.

5 LAWFUL BASIS

- 5.1 UK GDPR Article 6 The lawful basis for processing personal data, "processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract".
- 5.2 For information shared or provided for fraud, law enforcement and prevention and detection of crime purposes, the lawful basis will be 6 (1) (c) processing is necessary for compliance with a legal obligation to which the controller is subject
- 5.3 In respect of special categories of personal data relating to criminal convictions and offences the applicable UK GDPR Article 9 ground is 2 (f) processing is necessary for the establishment, exercise or defence of legal claims or whenever courts are acting in their judicial capacity.
- 5.4 For information shared or provided for fraud, law enforcement and prevention and detection of crime purposes, requests will be actioned in accordance with Data Protection Act 2018 Schedule 1, Part 2: (10) Preventing or detecting unlawful acts; (11) Protecting the public against dishonesty etc; (12) Regulatory requirements relating to unlawful acts and dishonesty etc; and/or (14) Preventing fraud.

6 DATA USE PROVISIONS AND DATA QUALITY

- 6.1 The data processor must only use the data to send out renewal letters to subscribers to the Garden Waste Collection Service.
- 6.2 The disclosing party is responsible for the quality of the data they are sharing.

- 6.3 Before sharing data, the disclosing party will check that the data being shared is accurate valid, reliable, timely, relevant, complete and up to date to the best of their knowledge. If sensitive data is being shared, which could harm the data subject if it was inaccurate, then particular care must be taken.
- 6.4 The parties shall ensure that the shared personal data remains confidential and that no one, including any member of any party's personnel, has access to the shared personal data other than those directly involved in, or connected with, the agreed purposes.
- 6.5 The data processor shall at the request of the data controller demonstrate that the concerned persons under the data processor's authority are subject to the abovementioned confidentiality.

7 CATEGORIES OF DATA SUBJECT

- 7.1 All residents of North Northamptonshire

8 CATEGORIES OF PERSONAL DATA

- 8.1 The data processor will be required to process the following data on the data controller's behalf, for the agreed purpose: Name, Postal Addresses only.
- 8.2 For fraud, law enforcement and prevention and detection of crime purposes, the parties will specify as part of the request.

9 SPECIAL CATEGORIES OF PERSONAL DATA

- 9.1 The data processor will be required to process the following special category data on the data controller's behalf, for the agreed purpose: None
- 9.2 For fraud, law enforcement and prevention and detection of crime purposes, the parties will specify as part of the request.

10 MONITORING AND REPORTING DATA

- 10.1 None

11 SECURITY MEASURES

- 11.1 Data controllers and data processors are obliged under Article 32 to put in place appropriate technical and organisational measures to ensure the security of any personal data they process which may include, as appropriate:
- encryption and pseudonymisation;
 - the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - the ability to restore access to personal data in the event of an incident; and
 - processes for regularly testing and assessing the effectiveness of the measures.

- 11.2 All shared personal data shall be encrypted and transferred by secure methods approved by both parties.
- 11.3 It is the responsibility of each party to ensure that its staff members are appropriately trained to handle and process the shared personal data in accordance with the technical and organisational security measures set out in this schedule, together with any other applicable laws and guidance.

11.5 Based on the above, 11.5 Technical and Organisational Security Measures

Mailings Direct Ltd shall implement and maintain appropriate **technical and organisational measures** to ensure a level of security appropriate to the risk, in accordance with the UK GDPR, Data Protection Act 2018 and relevant ICO guidance.

All personal data shall be transferred using **secure and encrypted methods** agreed by both parties, including secure file transfer portals, SFTP, or encrypted email. Encryption will be applied to personal data **in transit** using industry-standard protocols.

Access to personal data shall be limited to **authorised personnel only**, based on role and business need. Appropriate access controls, password policies and user management procedures shall be in place and reviewed regularly.

Personal data shall be stored on **secure systems** protected by appropriate technical safeguards, including firewalls and malware protection. Personal data shall be retained only for as long as necessary for the purposes of the contract and shall be securely deleted or anonymised thereafter.

All staff involved in the processing of personal data shall receive **appropriate data protection training** and shall be subject to confidentiality obligations.

Mailings Direct Ltd shall maintain procedures for the **management of personal data breaches** and shall notify the data controller without undue delay in accordance with statutory requirements.

Where personal or special category data is shared for the purposes of law enforcement or the prevention or detection of crime or fraud, such data shall be accessed via a **secure file transfer portal** provided by the data controller. Access shall be restricted to authorised personnel only and, once downloaded, the data shall be deleted from the portal by the discloser in accordance with section 11.6.

of specific applicable security measures that must be adhered to].

- 11.6 Personal or special category data for law enforcement, prevention and detection of crime or fraud should be sent via secure file transfer portal. In this event the data controller will arrange for the data processor to access the portal. Once the information has been downloaded by the recipient, the discloser will delete the data from the portal.

12 DATA TRANSFER AND ACCESS REQUIREMENTS

- 12.1 Data is to be shared with data processor via secure file transfer. The account will be set up as a confidential login, accessed via password. Once the

information has been downloaded by data processor will delete the data from the portal.

- 12.2 Data will be shared at least once a week throughout the duration of the Contract Term.
- 12.3 Access will be limited to the Mailings Direct
Access to the shared personal data shall be **strictly limited to authorised personnel of the data processor only**, who require access for the purposes of fulfilling the contractual services.
No access shall be provided to unauthorised third parties or permitted recipients unless expressly agreed in writing by the data controller. All authorised personnel shall be subject to confidentiality obligations and appropriate data protection training.
- 12.4 Access to personal data can be withdrawn, if access is no longer necessary, and personal data shall consequently not be accessible anymore to those persons.

13 RETENTION

- 13.1 Personal information for the purpose of this processing will be kept by Director ,Mailings Direct for the duration necessary to fulfil the contractual obligations and associated audit requirements, after which the data will be securely deleted or anonymised in accordance with Mailings Direct Ltd's Data Retention and Deletion Policy, unless otherwise required or permitted by statute or common law. Unless otherwise permitted or obligated by statute or common law.

14 STORAGE

- 14.1 Personal data is securely stored on data controllers and data processors systems.
- 14.2 Personal data will not be stored outside of the UK or EU.

15 DELETION

- 15.1 On termination of the provision of personal data processing services, the data processor shall be under obligation to delete all personal data processed on behalf of the data controller and certify, in writing or via email to the data controller that it has done so.
- 15.2 David Dooley Director will securely dispose personal data in line with the specified retention period. Disposal is undertaken by deletion from data processors system.

e.g. via confidential waste, deletion from data processors systems etc].

- 15.3 Deletion of personal data should be done in a secure manner, in accordance with the security requirements of Article 32 UK GDPR.

16 DATA SUBJECTS' RIGHTS (INDIVIDUAL RIGHTS REQUESTS)

- 16.1 The parties each agree to provide such assistance as is reasonably required to enable the other Parties to comply with Individual Rights Requests within the time limits imposed by UK data protection legislation.
- 16.2 The data processor will take appropriate technical and organisational measures to help the data controller respond to requests from individuals to exercise their rights.
- 16.3 The data processor shall, insofar as this is possible, assist the data controller in compliance with individual rights under UK GDPR.
- 16.4 Each party shall:
- promptly inform the other party about the receipt of any Individual Rights Request (within 48 Hours);
 - not disclose or release any shared personal data in response to an Individual Rights Request, without first consulting the other party wherever possible.
- 16.5 Each party is responsible for maintaining a record of individual requests for information, the decisions made and any information that was exchanged. Records must include copies of the request for information, details of the data accessed and shared and, where relevant, notes of any meeting, correspondence or phone calls relating to the request.

17 BREACH REPORTING & RESOLUTION OF DISPUTES WITH DATA SUBJECTS OR THE ICO

- 17.1 Considering the nature of the processing and the information available, the data processor must assist the data controller in meeting its obligations to:
- keep personal data secure;
 - notify personal data breaches to the data controller, immediately/without undue delay of awareness to allow the data controller to comply with the requirement to notify the ICO (where appropriate) within the 72-hour deadline.
 - notify personal data breaches to data subjects only if instructed by data controller;
 - carry out data protection impact assessments (DPIAs) when required; and;
 - consult ICO where a DPIA indicates there is a high risk that cannot be mitigated.
- 17.2 In the event of a dispute or claim brought by a data subject or the ICO concerning the processing of shared personal data against either or both parties, the parties will inform each other about any such disputes or claims and will cooperate with a view to settling them amicably in a timely fashion.
- 17.3 The parties agree to respond to any generally available non-binding mediation procedure initiated by a data subject or by the ICO. If they do participate in the proceedings, the parties may elect to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.

- 17.4 Each party shall abide by a decision of a court in England or Wales or the ICO in relation to a dispute arising under this agreement.

18 AUDITS AND INSPECTIONS

- 18.1 The data processor shall make available to the data controller all information necessary to demonstrate compliance with the obligations laid down in Article 28 UK GDPR and allow for and contribute to audits, including inspections, conducted by the data controller or another auditor mandated by the data controller.
- 18.2 The data processor shall be required to provide the supervisory authority, which pursuant to applicable legislation have access to the data controller's and data processor's facilities, or representatives acting on behalf of such supervisory authorities, with access to the data processor's physical facilities on presentation of appropriate identification.

19 ANY OTHER SPECIFIC REQUIREMENTS REGARDING DATA PROTECTION

- 19.1 None.

20 INDEMNITY

- 20.1 The data processor shall indemnify the data controller against any losses, damages, cost or expenses incurred by the data controller arising from, or in connection with, any breach of the data processors obligations under this schedule.

21 WAIVER

- 21.1 No failure or delay by a party to exercise any right or remedy provided under this schedule or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

22 GOVERNING LAW & JURISDICTION

- 22.1 Any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this schedule or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 22.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this schedule or its subject matter or formation.

23 REVIEW / VARIATION / TERMINATION

- 23.1 No variation of this schedule shall be effective unless it is in writing and signed by the parties.
- 23.2 If, during the term of this schedule, UK data protection legislation changes in a way that this schedule, is no longer adequate for the purposes of governing lawful data sharing exercises, the parties shall enter into good faith negotiations to review this schedule to ensure continued lawfulness.
- 23.3 The schedule will expire on 28th February 2027.

Glossary of Terms

Term	Definitions & Interpretation
Adequacy	This is a status granted by the European Commission to countries outside the European Economic Area (EEA), who provide a level of personal data protection comparable to that provided in the UK and EU. If adequacy has not been granted, you may not be able to use that supplier.
Agreed Purposes	All purposes associated with the operation of the Council Services and David Dooley in particular where service delivery requires input from the other party to ensure continuity for the customer and/or where service is delivered on behalf of one or other party.
Commencement Date	1 st March 2026
Data Controller	Takes the meaning given in the UK GDPR.
Data Processor	Takes the meaning given in the UK GDPR.
Joint Controller	Takes the meaning given in the UK GDPR.
Data Discloser	The Party sharing the Shared Personal Data.
Data Recipient	The Party receiving the Personal Data.
Data Protection Legislation	Any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the Processing of Personal Data to which a Party is subject, including the Data Protection Act 2018 and the UK General Data Protection Regulation as defined in the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (hereinafter "UK GDPR"), and all legislation enacted in the UK in respect of the protection of personal data; and (b) any code of practice or guidance published by the ICO (or equivalent regulatory body).
Data Subject	Takes the meaning given in the UK GDPR.
ICO	UK Information Commissioner's Office, or any successor or replacement body from time to time
Individual Rights Request	A request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation in relation to their Personal Data.
UK GDPR	UK General Data Protection Regulation.
Permitted Recipients	Third parties to whom each Party is permitted to disclose the Personal Data.
Personal Data	Takes the meaning given in the UK GDPR.

Personal Data Breach	Takes the meaning given in the UK GDPR and includes any actual or suspected, threatened or 'near miss' personal data breach in relation to the personal data.
Personnel	All persons engaged or employed from time to time by either party in connection with this Agreement, including employees, consultants, contractors and permitted agents.
Processing	Takes the meaning given in the UK GDPR.
Shared Personal Data	The Personal Data to be shared, where necessary only, between the Parties of this Agreement.
Security Requirements & Measures	The requirements and measures regarding the security of personal data, as set out in Articles 28 and 32 of the GDPR.
Special Categories of Personal Data	The categories of Personal Data set out in Article 9(1) of the UK GDPR.

