

CONTRACT FOR THE PROVISION OF SERVICES RELATING TO

between

THE SHEFFIELD CITY COUNCIL

and

CTS TRAFFIC & TRANSPORTATION LTD

Part 1 – Contract Particulars

Authority Reference No.	75443Chapter 243
Date	Date of Last signatory
Authority	The Sheffield City Council
Authority's address	Town Hall, Pinstone Street, Sheffield, S1 2HH
Authority Authorised Representative	Name: Evan Ingold Job Title: Transport Planner (Projects) Address: Howden House - Floor 5 Email: Evan.Ingold@sheffield.gov.uk
Provider	CTS TRAFFIC & TRANSPORTATION LTD Snape's Printworks, 9 - 11 Bolton's Court, Preston, Lancashire PR1 3TY
Provider Authorised Representative	Name: Joe Maclaren Position: Operations Manager Address: Snape's Printworks, 9 - 11 Bolton's Court, Preston, Lancashire PR1 3TY Email: j.maclaren@ctstraffic.co.uk Phone: 01772251400
Commencement Date	12/01/2026
Expiry Date	12/02/2026
Extension Period/s	NOT APPLICABLE
Authority Assets	NOT APPLICABLE
Authority Premises	NOT APPLICABLE

General Liability Cap	125% of the aggregate contract value
Required Insurances and minimum levels of indemnity	<p><u>Public Liability</u> £5Million (Five Million) each and every claim for the duration of the Term.</p> <p><u>Employers' Liability</u> £10Million] (Ten Million) each and every claim for the duration of the Term.</p> <p>* It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Trade</p>
Special Losses	Not Applicable.
Termination on notice period	30 days
Authority's Mandatory Policies	<p>Equality, Diversity and Inclusion Policy Our commitment to equality Sheffield City Council D R A F T (sheffield.gov.uk)</p> <p>Modern Slavery Sheffield City Council Modern Slavery Strategy.pdf</p> <p>Health and Safety Health and safety enforcement in the workplace Sheffield City Council</p> <p>Whistleblowing Policy 6- Appendix B - Whistleblowing Policy.pdf (sheffield.gov.uk)</p> <p>Anti-Bribery Policy 7e. July 2022 revised anti bribery Policy.pdf (sheffield.gov.uk)</p> <p>Data Protection Policy Changes to the Constitution Report - Appendix D - Data Protection Policy 2019.pdf (sheffield.gov.uk)</p>
Regulated Activity	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

	If Yes, Schedule 7 – (<i>Error! Reference source not found.</i>) will apply.
Schedules	<p>Schedule 1 (Services) shall always apply</p> <p>Schedule 2 (Provider Response) shall always apply</p> <p>Schedule 4 (Charges and Payments) shall always apply</p> <p>Schedule 5 (Data Protection) shall always apply</p> <p>Schedule 6 (KPIs) <input type="checkbox"/>applies <input checked="" type="checkbox"/>does not apply</p> <p>Schedule 7 (Safeguarding) <input type="checkbox"/>applies <input checked="" type="checkbox"/>does not apply</p> <p>Schedule 8Schedule 8 (Special Conditions) <input type="checkbox"/>applies <input checked="" type="checkbox"/>does not apply</p>

Part 2 – Terms and Conditions

1. Definitions and Interpretation

The following definitions and rules of interpretation apply in this Contract.

Authorised Representatives: the persons who will have authority to act on behalf of the Authority or Provider respectively and contractually bind it in respect of all matters relating to the performance of this Contract, the first such persons respectively designated as such by the Authority and the Provider being set out in Part 1 – Contract Particulars.

Authority Assets: any materials, plant or equipment owned or held by the Authority and provided by the Authority to the Provider for use in providing the Services as set out in Part 1 – Contract Particulars.

Authority Premises: the buildings and premises owned or leased by the Authority and provided by the Authority to the Provider for use in providing the Services as set out in Part 1 – Contract Particulars.

Best Industry Practice: the standards, practices, methods and procedures, and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking to that of the Provider under the same or similar circumstances.

Charges: the charges which shall become due and payable by the Authority to the Provider in respect of the Services in accordance with the provisions of this Contract, as such charges are set out in Schedule 4 (Charges and Payments).

Commencement Date: the date that the Services are to commence as set out in Part 1 – Contract Particulars.

Commercially Sensitive Information: any information of a commercially sensitive nature relating to the pricing of the Services, the Provider's Intellectual Property Rights or the Provider's business operations which the Provider has indicated to the Authority that, if disclosed by the Authority, would cause the Provider 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 Contract, including but not limited to:

- a) any information that would be regarded as confidential by a reasonable business person 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 Contract;
- c) any Commercially Sensitive Information.

Contract: shall mean this Contract, including Part 1 – Contract Particulars, together with all applicable Schedules hereto and all documents referred to herein.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (*SI 2003/2426*) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

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.

Expiry Date: shall mean the date stated in Part 1 – Contract Particulars being the date that the Contract ends as may be varied by any extension pursuant to clause 3.2.

FOIA: the Freedom of Information Act 2000 together with any guidance 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;

but excluding any labour or trade dispute, strikes, industrial action or lockouts relating to the Provider or the Provider's Personnel or any other failure in the Provider's or a Sub-Contractor's supply chain.

General Liability Cap(s): means the cap(s) on the Provider's liability as set out in the Part 1 – Contract Particulars.

Information: has, for the purposes of clause 20, the meaning given under section 84 of FOIA.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks 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 any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the provision of the Services or with which the Provider is bound to comply.

Losses: losses, liabilities, damages, costs and expenses (including legal fees on a solicitor/client basis) and disbursements and costs of investigation, litigation, settlement, judgment interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty or otherwise.

Mandatory Policies: the Authority's policies and codes listed in Part 1 – Contract Particulars as amended by notification to the Provider from time to time.

Prohibited Act: the following constitute Prohibited Acts:

- a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage as an inducement or reward for any improper performance of a relevant function or 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 Contract;

- c) committing any offence: (i) under the Bribery Act 2010; (ii) under legislation or common law concerning fraudulent acts; or (iii) of defrauding, attempting to defraud or conspiring to defraud the Authority;
- 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.

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

Provider Response: the tender, submission or response submitted by the Provider and other associated documentation set out in Schedule 2 (Provider Response)) which sets out how the Provider intends on delivering the Services set out in Schedule 1 (Services).

Regulated Activity: in relation to children shall have the same meaning as set out in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006 and in relation to vulnerable adults shall have the same meaning as set out in Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006.

Regulated Activity Provider: shall have the same meaning as set out in section 6 of the Safeguarding Vulnerable Groups Act 2006.

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.

Relevant Transfer: a relevant transfer for the purposes of TUPE.

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

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

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 Provider under this Contract, as more particularly described in Schedule 1 (Services).

Special Losses: those Losses (if any), described Part 1 – Contract Particulars, which the Authority may suffer in the event of a breach of contract by the Provider, arising from the

particular significance of the Services, which are agreed to be recoverable by the Authority under this Agreement, as provided for in clause 14 (Limitation of Liability).

Sub-Contract: any contract or agreement (or proposed contract or agreement) between the Provider and a third party pursuant to which the Provider agrees to source the provision of any of the Services from that third party.

Sub-Contractor: a person with whom the Provider enters into a Sub-Contract, and any third party with whom that third party enters into a subcontract or its servants or agents.

Term: the period from the Commencement Date to the Expiry Date as may be varied by:

- a) any extension pursuant to clause 3.2; or
- b) the earlier termination of this Contract howsoever arising.

Termination Date: the Expiry Date or termination of this Contract.

Termination Notice: any notice to terminate this Contract which is given by either party in accordance with clause 16 or clause 17.

TUPE: the Transfer of Undertakings (Protection of Employment) Regulations 2006 (*SI 2006/246*).

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

VAT: means value added tax as provided for in the Value Added Tax Act 1994 and any tax replacing the same or of a similar nature.

Workers: the employees (as defined in TUPE) of the Provider and of any Sub-Contractor who are assigned to the Services or any part of them.

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

Working Hours: the period from 9.00am to 5.00pm on any Working Day.

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

- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 Unless expressly provided otherwise in this Contract, 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.
- 1.8 A reference to **writing** or **written** excludes fax but not e-mail.
- 1.9 Any obligation in this Contract on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.10 A reference to this Contract or to any other agreement or document is a reference to this Contract or such other agreement or document as varied from time to time.
- 1.11 References to clauses and schedules are to the clauses and schedules of this Contract and references to paragraphs are to paragraphs of the relevant schedule.
- 1.12 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 preceding those terms.

2. Order of Precedence

- 2.1 This Contract comprises the following:
 - (a) Part 1 – Contract Particulars;
 - (b) Part 2 (Terms and Conditions); and
 - (c) the Schedules listed in the Part 1 – Contract Particulars.
- 2.2 If there is any conflict or ambiguity between the terms of the documents, they are to have the following order of priority:
 - (a) Part 1 – Contract Particulars.
 - (b) Schedule 8 (Special Conditions) (if any);
 - (c) **Error! Reference source not found.**Schedule 7 (Safeguarding) (if applicable);
 - (d) Part 2 – Terms and Conditions;

- (e) Schedule 5 (Data Protection);
- (f) the remaining applicable Schedules (other than Schedule 2 (Provider Response));
and
- (g) Schedule 2 (Provider Response).

3. Commencement and duration

- 3.1 This Contract shall take effect on the Commencement Date and shall continue for the Term.
- 3.2 If stated in Part 1 – Contract Particulars, the Authority may extend this Contract, for such term as set out in Part 1 – Contract Particulars.

4. Supply of Services

- 4.1 The Provider shall supply the Services to the Authority from the Commencement Date in accordance with the Contract.
- 4.2 In supplying the Services, the Provider shall:
 - (a) perform the Services with the highest level of care, skill and diligence in accordance with Best Industry Practice;
 - (b) co-operate with the Authority in all matters relating to the Services, and comply with all instructions of the Authority;
 - (c) only use Provider Personnel who are suitably skilled and experienced to perform the tasks assigned to them, and in sufficient number to ensure that the Provider's obligations are fulfilled;
 - (d) ensure that it obtains, and maintains all consents, licences and permissions (statutory, regulatory, contractual or otherwise) it may require and which are necessary to enable it to comply with its obligations in the Contract;
 - (e) provide all equipment, tools, vehicles and other items required to provide the Services;
 - (f) ensure that the Deliverables, and all goods, materials, standards and techniques used in providing the Services are of the best quality and are free from defects in workmanship, installation and design;
 - (g) comply (and procure that the Provider Personnel comply) with:
 - (i) all applicable laws, statutes, regulations and codes from time to time in force; and
 - (ii) the Mandatory Policies, and

the Provider shall maintain such records as are necessary pursuant to applicable laws and Mandatory Policies and shall promptly on request make them available for inspection by any relevant authority that is entitled to inspect them and by the Authority (or its Authorised Representative);

- (h) observe all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Authority Premises from time to time and are notified to the Provider;
- (i) hold all Authority Materials in safe custody at its own risk, maintain the Authority Materials in good condition until returned to the Authority, and not dispose of or use the Authority Materials other than in accordance with the Authority's written instructions or authorisation;
- (j) not do or omit to do anything which may cause the Authority to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business;
- (k) notify the Authority in writing immediately upon the occurrence of a change of control of the Provider; and
- (l) not do or omit to do anything which will cause reputational or political damage to the Authority.

5. Key Performance Indicators (KPIs)

5.1 Where the Services are stated in Part 1 – Contract Particulars to be subject to key performance indicators, Schedule 6 (KPIs) shall apply and the Provider shall meet or exceed the minimum performance level as set out in the KPIs.

6. Use of Authority Premises and Assets

6.1 If the performance of the Services require the Provider to access certain Authority Premises, such Authority Premises shall be listed in Part 1 – Contract Particulars and the Authority shall consider and grant the Provider with a non-exclusive and revocable licence to enter the Authority Premises listed in Part 1 – Contract Particulars for the sole purpose of providing the Services to the Authority. The licence shall be subject to the conditions of this Contract and any other terms and conditions imposed by the Council, is personal to the Provider and is not deemed to create a relationship of landlord and tenant between the parties.

6.2 The licence granted pursuant to clause 6.1 shall terminate immediately at the end of the Term.

- 6.3 The Provider shall ensure that when visiting or using the Authority Premises, the Provider Personnel shall:
- (a) keep the Authority Premises clean, tidy and properly secure;
 - (b) co-operate as far as may be reasonably necessary with the Authority's employees;
 - (c) act in such a way as to avoid causing unreasonable or unnecessary disruption to the routine and procedures of the Authority; and
 - (d) comply with all the rules and regulations that the Authority notifies to the Provider from time to time relating to the use and security of the Authority Premises.
- 6.4 The Provider shall ensure that the Provider Personnel shall not:
- (a) obstruct access to the Authority Premises, or any part of them; or
 - (b) do or permit to be done on the Authority's Premises anything which is illegal or which may be or become a nuisance, damage, inconvenience or disturbance to the Authority or the occupiers of or visitors to the Authority Premises.
- 6.5 If the performance of the Services require the Provider to use certain Authority Assets, such Authority Assets shall be listed in Part 1 – Contract Particulars.
- 6.6 The Provider shall ensure that any Authority Assets are:
- (a) used with all reasonable care and skill and in accordance any manufacturer guidelines or instructions;
 - (b) kept properly secure; and
 - (c) not removed from the Authority Premises unless expressly permitted under this agreement or agreed in writing by the Authority's Authorised Representative.
- 6.7 The Authority shall maintain and repair the Authority Assets but where such maintenance, repair or need for replacement arises directly from the act, omission, default or negligence of the Provider's Personnel (fair wear and tear excluded) the costs incurred by the Authority in maintaining and repairing the same shall be recoverable from the Provider as a debt.

7. Safeguarding

- 7.1 If the Part 1 – Contract Particulars state that the Services include a Regulated Activity the provisions of Schedule 7 (Safeguarding) shall apply to this Contract.

8. Compliance with laws and policies

- 8.1 In performing its obligations under this Contract, the Provider shall at all times comply with:
- (a) all applicable Law;
 - (b) the Mandatory Policies.
- 8.2 The Provider shall maintain such records as are necessary pursuant to the Laws and Mandatory Policies and shall promptly on request make them available for inspection by any relevant authority that is entitled to inspect them and by the Authority (or its authorised representative).
- 8.3 Without limiting the generality of the obligation under clause 8.1, the Provider shall (and shall procure that the Provider's Personnel shall) perform its obligations under this Contract (including those in relation to the Services) in accordance with all applicable Law regarding health and safety.
- 8.4 Each Party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards at the Authority Premises of which it becomes aware and which relate to or arise in connection with the performance of this Contract. The Provider shall instruct the Provider's Personnel to adopt any necessary associated safety measures in order to manage any such material health and safety hazards.
- 8.5 Without limiting the general obligation set out in clause 8.1, the Provider shall (and shall procure that the Provider's Personnel shall):
- (a) perform its obligations under this Contract (including those in relation to the Services) in accordance with:
 - (i) all applicable equality Law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise);
 - (ii) the Authority's equality and diversity policy as provided to the Provider from time to time;
 - (iii) any other requirements and instructions which the Authority reasonably imposes in connection with any equality obligations imposed on the Authority at any time under applicable equality Law;

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

9. Assignment and other dealings

- 9.1 The Authority may at any time assign, novate, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Contract, provided that it gives prior written notice of such dealing to the Provider.
- 9.2 The Provider shall not assign, transfer, novate, mortgage, charge, subcontract (unless permitted pursuant to clause 25 (Subcontracting)), delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Contract without the prior written consent of the Authority (such consent not to be unreasonably withheld or delayed).

10. Audit

- 10.1 During the Term and for a period of 6 years after the Termination Date, the Provider shall allow the Authority (acting by itself or through its Representatives) to access any of the Provider's premises, systems, Provider's Personnel and relevant records as may reasonably be required to:
 - (a) fulfil any legally enforceable request by any regulatory body;
 - (b) verify the accuracy of Charges or identify or investigate suspected fraud; or
 - (c) verify that the Services are being provided and all obligations of the Provider are being performed in accordance with this Contract.
- 10.2 The Authority shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Provider or delay the provision of the Services.
- 10.3 The Authority shall endeavour to (but is not obliged to) provide reasonable notice of its intention or, where possible, a regulatory body's intention, to conduct an audit.
- 10.4 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 by the Provider to perform its obligations under this Contract in any material manner in which case the Provider shall reimburse the Authority for all the Authority's reasonable costs incurred in the course of the audit.

11. Charges, invoicing and payment

11.1 Subject to the compliant delivery of the Services, the Authority shall pay the Charges to the Provider in accordance with Schedule 4 (*Charges and Payments*).

11.2 Subject to any agreed potential increase in Charges during the Term as set out in Schedule 4 (*Charges and Payments*) the Charges:

- (a) shall remain fixed during the Term; and
- (b) are the entire price payable by the Authority to the Provider in respect of the Services and include, without limitation, any royalties, consents, licence fees, supplies and all consumables used by the Provider, travel costs, accommodation expenses and the cost of Provider's Personnel.

11.3 Following compliant delivery of the Services, the Provider shall invoice the Authority for payment of the Charges at the time the Charges are expressed to be payable in accordance with Schedule 4 (*Charges and Payments*). All invoices must contain the following information (along with other such information as the Authority may inform the Provider from time to time):

- A unique identification number (i.e. a unique invoice number)
- The Authority's purchase order number (where required by the Authority)
- The name, address, and contact information of the Provider
- The name and address of the person at the Authority the Provider is dealing with
- A clear description of the goods or services provided
- The date when the goods or services were provided
- The date when the invoice was issued
- The amount being charged for each item or service
- If applicable, the VAT amount and rate of VAT
- The Provider's VAT registration number (where applicable)
- The total amount due (including VAT if applicable)

All invoices shall be sent by e-mail to CreditorInvoices@sheffield.gov.uk, provided that the Authority may by notice direct a change in the method of, or address for delivery.

11.4 Subject to clause 11.5 below, where the Provider submits an invoice to the Authority in accordance with [Error! Bookmark not defined.](#)11.3, the Authority shall pay the Provider any Charges due under that invoice:

- (a) within 30 days of receipt; or

- (b) if the invoice specifies a due date later than the date of receipt, within 30 days of the due date specified in the invoice.
- 11.5 The 30-day payment obligation in clause 11.4 above shall not apply where:
 - (a) the Authority considers the invoice is invalid; and/or
 - (b) the Authority disputes the invoice,and in such cases, the Authority shall notify the Provider without undue delay.
- 11.6 The 30-day payment terms set out in clauses 11.4 and 11.5 above shall also apply to payment under every Sub-Contract the Provider enters into which is substantially for the purpose of performing (or contributing to the performance of) all or any part of this contract. In applying those 30-day payment terms to such Sub-Contracts, references to “the Authority” above shall be construed as references to “the Provider”, and references to “the Provider” shall be construed as references to the relevant Sub-Contractor. The Provider shall promptly provide, upon request from the Authority, such evidence as the Authority reasonably requires in order to demonstrate the Provider’s compliance with this clause.
- 11.7 Where any party disputes any sum to be paid by it then a payment equal to the sum not in dispute shall be paid. Provided that the sum has been disputed in good faith, interest due on any sums in dispute shall not accrue until 10 Working Days after resolution of the dispute between the parties.
- 11.8 Subject to clause 11.7, interest shall be payable on the late payment of any undisputed Charges properly invoiced under this Contract in accordance with clause 12 (Interest). The Provider shall not suspend the supply of the Services if any payment is overdue unless it is entitled to terminate this Contract under **Error! Bookmark not defined.**16Termination (Termination) for failure to pay undisputed charges.
- 11.9 The Charges are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Authority following delivery of a valid VAT invoice. The Provider shall indemnify the Authority against any liability (including any interest, penalties or costs incurred) which is levied, demanded or assessed on the Authority at any time in respect of the Provider's failure to account for, or to pay, any VAT relating to payments made to the Provider under this Contract.
- 11.10 The Provider shall maintain complete and accurate records of, and supporting documentation for, all amounts which may be chargeable to the Authority pursuant to

this Contract. Such records shall be retained for inspection by the Authority for 6 years from the end of the Contract Year to which the records relate.

11.11 The Authority may at any time, set off any liability of the Provider to the Authority against any liability of the Authority to the Provider, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Contract. Any exercise by the Authority of its rights under this clause shall not limit or affect any other rights or remedies available to it under this Contract or otherwise.

11.12 Except as otherwise provided in this Contract, the parties shall each bear their own costs and expenses incurred in respect of compliance with their obligations under this Contract.

12. Interest

12.1 Each party shall pay interest on any sum due under this Contract, calculated as follows:

- (a) 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%.
- (b) Period: From when the overdue sum became due, until it is paid.

13. Indemnity

13.1 In this clause 13:

- (a) a reference to the Authority shall include the Authority's employees and members, and the provisions of this clause shall be for the benefit of such persons, and shall be enforceable by each such, in addition to the Authority;
- (b) a reference to any acts or omissions of the Provider includes the acts or omissions of Provider Personnel, to the intent that the Provider shall be entirely responsible for the acts or omissions of Provider Personnel.

13.2 The Provider shall indemnify the Authority against all Losses suffered or incurred by the Authority arising out of or in connection with:

- (a) the Provider's breach of this Contract or negligent performance or non-performance of the Services;
- (b) the enforcement of this Contract;
- (c) the Provider's use or occupation of the Authority Premises;

- (d) any claim made against the Authority by a third party arising out of or in connection with the provision of the Services, to the extent that such claim arises out of:
 - i. the breach, negligent performance or failure or delay in performance of this Contract by the Provider;
 - ii. the negligence or other tortious or unlawful act of the Provider.

13.3 Liability under the indemnity in this clause 13 is limited under clause 14 (Limitation of Liability) to the extent provided in that clause.

14. Limitation of Liability

14.1 The provisions of this clause 14:

- (a) apply to every liability arising under or in connection with this Agreement including liability in contract, tort, misrepresentation, restitution or otherwise;
- (b) do not apply in respect of any liability arising from deliberate default.

14.2 The liability of the Provider under the indemnities in clauses 11.9 (VAT), 18.6 (TUPE), 22.2 (IPR); 23 (Prevention of Bribery); 21 (Data Protection) and Schedule 5 (Data Protection) is unlimited.

14.3 Neither party limits or excludes its liability for:

- (a) fraud or fraudulent misrepresentation;
- (b) death or personal injury caused by negligence;
- (c) breach of any obligation as to title implied by statute; or
- (d) any other liability which may not be limited under any applicable Law.

14.4 Subject to clauses 14.1, 14.2, 14.3 and 14.5, neither party shall be liable to the other for:

- (a) any indirect, special or consequential loss; or
- (b) any loss of profits, turnover, business opportunities or damage to goodwill;

arising under or in connection with this Agreement.

14.5 Notwithstanding the provisions of clause 14.4, but subject to clause 14.6, the Provider assumes responsibility for and acknowledges that the Authority may recover:

- (a) sums paid by the Authority to the Provider pursuant to this Agreement, in respect of any Services not provided in accordance with the Agreement;
- (b) additional operational and/or administrative costs and expenses;
- (c) additional costs of procuring and implementing replacements for, or alternatives to, the Services, including the differential costs of such services, consultancy costs, additional costs of management time and other personnel costs;
- (d) Losses incurred by the Authority arising out of or in connection with any claim, demand, fine, penalty, action, investigation or proceeding by any third party (including any Service User, Provider Personnel or regulator) against the Authority caused by the act or omission of the Provider;
- (e) the Special Losses.

14.6 Subject to clauses 14.1, 14.2 and 14.3, the liability of the Provider under this Contract is subject to the following financial limits:

- (a) the liability of the Provider for Losses in respect of each of the types of risk for which there is a Required Insurance specified in Part 1 – Contract Particulars (Required Insurances) shall in no event exceed the minimum level of indemnity in respect of that insurance referred to in Part 1 – Contract Particulars (Required Insurances);
- (b) the total aggregate liability of the Provider for all other Losses in any Contract Year shall in no event exceed the General Liability Cap referred to in Part 1 – Contract Particulars.

14.7 For the avoidance of doubt, the caps on liability in clause 14.6(a) shall not be affected by any failure by the Provider to effect and maintain the Required Insurances.

14.8 Subject to clauses 14.1, 14.2 and 14.3, the total aggregate liability of the Authority for all Losses in any Contract Year, other than in respect of the Payments, shall in no event exceed the General Liability Cap referred to in the Part 1 – Contract Particulars.

14.9 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.

15. Insurance

- 15.1 The Provider shall, prior to the Commencement Date, at its own cost effect the Required Insurances with generally recognised, reputable insurance companies, on terms which would pay out claims in relation to the indemnity given by the Provider in clause 13 (*Indemnity*) where relevant, and shall maintain such insurances for the durations set out in clause 15.8.
- 15.2 The Provider shall ensure the inclusion in each insurance policy for public liability and employers’ liability insurance of an indemnity to principal clause.
- 15.3 The Provider shall give the Authority, 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.
- 15.4 If, for whatever reason, the Provider fails to give effect to and maintain the Required Insurances, the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Provider.
- 15.5 The terms of any insurance or (without prejudice to clause 14.6(a) Limitation of Liability) the amount of cover shall not relieve the Provider of any liabilities under the Agreement.
- 15.6 The Provider shall ensure that any sub-contractors also maintain adequate insurance having regard to the obligations under this Agreement which they are contracted to fulfil.
- 15.7 The Provider shall:
 - (a) do nothing to invalidate any insurance policy or to prejudice the Authority's entitlement under it; and
 - (b) notify the Authority forthwith if any policy is (or will be) cancelled or its terms are (or will be) subject to any material change or void.
- 15.8 The Provider shall hold and maintain the applicable Required Insurances for the following durations:

Type of Insurance	Duration of Cover
Public Liability	The duration of the Term.
Product Liability	

	The duration of the contract delivery period plus 6 years thereafter.
Employers' Liability	The duration of the Term.
Professional Indemnity	The duration of the contract delivery period plus 6 years thereafter.

16. Termination

- 16.1 Without affecting any other right or remedy available to it, the Authority may terminate the Contract with immediate effect by giving written notice to the Provider if:
- (a) there is a change of control of the Provider; or
 - (b) the Provider's financial position deteriorates to such an extent that in the Authority's reasonable opinion the Provider's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy;
 - (c) the Provider commits a breach of clause 23 (Prevention of Bribery); or
 - (d) the Provider commits a breach of clause 4.2(g) (compliance with Laws and Mandatory Policies).
- 16.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
 - (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or

- (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.
- 16.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.
- 16.4 Termination or expiry of the Contract shall not affect any of the 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 Contract which existed at or before the date of termination or expiry.
- 16.5 On termination of the Contract for whatever reason:
 - (a) the Provider shall immediately deliver to the Authority all materials connected with the Services and Authority Assets. If the Provider fails to do so, then the Authority may enter the Provider's premises and take possession of them. Until they have been delivered or returned, the Provider shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract; and
 - (b) the Provider shall, if so requested by the Authority, provide all assistance reasonably required by the Authority to facilitate the smooth transition of the Services to the Authority or any Replacement Provider appointed by it.

17. Termination on notice

Without affecting any other right or remedy available to it, the Authority may terminate this Contract at any time by giving the written notice to the Provider as set out in Part 1 – Contract Particulars.

18. TUPE

- 18.1 The Provider shall comply with its obligations under TUPE in respect any Relevant Transfer which occurs by reason of this Contract and (without affecting the generality of clause 25 ([Error! Reference source not found.](#))) shall procure that all Sub-Contractors (1) so comply, and (2) comply with like requirements to those in this clause 18, for the benefit of the Authority and of any Replacement Provider.
- 18.2 The Provider shall give the Authority and any Replacement Provider, in connection with a Relevant Transfer (or possible such transfer), such assistance as may be reasonably required, including by the timely provision of:

- (a) information to support an analysis as to whether there may be a Relevant Transfer, including regarding organisational groupings of Workers, the assignment of Workers, staffing rotas and the job descriptions of Workers;
- (b) information required by the Authority to support a procurement exercise in respect of Replacement Services, including such particulars and in such format as the Authority (in its discretion) considers necessary;
- (c) Employee Liability Information (as defined and required by TUPE);
- (d) the records required to be kept by an employer under the National Minimum Wage Regulations 2015, at the date of the Relevant Transfer.

18.3 The Provider shall supply the information referred to in clauses 18.2(a), 18.2(b), 18.2(c) and 18.2(d):

- (a) as soon as reasonably possible following the Termination Date and in any event within 10 Working Days of the Authority's request, which request may be made, in relation to clauses 18.2(a) and 18.2(b) at any time in the 9 months before Expiry Date of this Contract;
- (b) in the event of Termination, as soon as reasonably possible following the relevant request, and in any event:
 - (i) within 5 Working Days of such request, in the event of immediate termination;
 - (ii) otherwise, within 10 Working Days of such request.

18.4 The Provider shall ensure that it has all necessary legal authority to pass any information that is required to be supplied under this clause 18 to the Authority and any Replacement Provider. The Authority's assumption is that for the purpose of clause 18.2(a) and 18.2(b) personal data (as defined in Data Protection Legislation) will be pseudonymised.

18.5 After the date of supply of the information required by clause 18.2, the Provider shall:

- (a) notify the Authority, with particulars, of any change in the clause 18.2(a) information;
- (b) not, by reference to the clause 18.2(b) information, other than in the ordinary course of business or in accordance with contractual entitlements of Workers, without the prior consent of the Authority:
 - (i) increase or decrease the number and/or the remuneration of Workers;
 - (ii) transfer any Workers to business other than the Services;

and shall in the event of any change, promptly provide updated information;

(c) promptly provide updated clause 18.2(c) information, as required by TUPE.

18.6 The Provider shall indemnify the Authority and any Replacement Provider against all losses arising directly or indirectly out of a breach of this clause 18 or inaccuracies in or omissions from any information provided hereunder.

19. Notices

19.1 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:

(a) 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); or

(b) sent by email.

19.2 Any notice shall be deemed to have been received:

(a) If delivered by hand, at the time the notice is left at the proper address;

(b) 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

(c) if sent by email, at the time of transmission, or if this time falls outside Working Hours in the place of receipt, when Working Hours resume.

19.3 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.

20. Freedom of information and transparency

20.1 The Provider acknowledges that the Authority is subject to the requirements of the FOIA and the EIRs. The Provider shall:

(a) provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and EIRs;

(b) promptly transfer to the Authority all Requests for Information relating to this Contract and in any event within 2 Working Days of receipt;

(c) provide the Authority with a copy of all Information belonging to the Authority requested in the Request for Information which is in its possession or control in

the form that the Authority requires within 3 Working Days (or such other period as the Authority may reasonably specify) of the Authority's request for such Information; and

- (d) not respond directly to a Request for Information unless authorised in writing to do so by the Authority.

- 20.2 The Provider acknowledges that the Authority may be required under the FOIA, EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Provider. The Authority shall take reasonable steps to notify the Provider 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 Contract) the Authority shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information or any other information is exempt from disclosure in accordance with the FOIA or the EIRs.
- 20.3 Notwithstanding any other term of this Contract, the Provider consents to the publication of this Contract in its entirety (including variations), subject only to the redaction of information that the Authority considers is exempt from disclosure in accordance with the provisions of the FOIA and/or EIRs.
- 20.4 The Authority may (but is not obligated to) consult with the Provider on the manner and format of publication and to inform its decision regarding any redactions but shall have the final decision in its absolute discretion as to the information to be published. The Provider shall assist and co-operate with the Authority to enable the Authority to publish this Contract where required.
- 20.5 The Provider also acknowledges that the Authority is subject to the requirements of the Local Government Transparency Code 2015 (as updated). The Provider acknowledges that information related to this contract may be published by the Authority to meet the requirements or recommendations set out in the Act or the Code. Such information may include, but is not limited to, information regarding breach of contract and supplier performance. The Authority shall be responsible for determining, in its absolute discretion, whether any such information should be published.

21. Data protection

- 21.1 Both parties will comply with all applicable requirements of the Data Protection Legislation and their respective obligations as set out in Schedule 5 (Data Protection).

22. Intellectual property

22.1 In the absence of prior written agreement by the Authority to the contrary, all Intellectual Property Rights created by the Provider or Provider's Personnel:

- (a) in the course of performing the Services; or
- (b) exclusively for the purpose of performing the Services,

shall vest in the Authority on creation.

22.2 The Provider shall indemnify the Authority 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 Authority's acts or omissions.

23. Prevention of bribery

23.1 The Provider represents and warrants that neither it, nor any Provider's Personnel has committed, or to the best of its knowledge, been subject to an investigation regarding a Prohibited Act or alleged Prohibited Act.

23.2 The Provider shall promptly notify the Authority 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 23.1 at the relevant time.

23.3 The Provider shall (and shall procure that its Provider's Personnel shall) during the Term:

- (a) not commit a Prohibited Act;
- (b) not do or omit to do anything that would cause the Authority or any of the Authority'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;
- (c) comply with the Authority's Mandatory Policies on anti-bribery or have and maintain in place its own policies and procedures to ensure compliance with the Relevant Requirements and prevent occurrence of a Prohibited Act;
- (d) notify the Authority (in writing) if it becomes aware of any breach of clause 23.3(a) or clause 23.3(b), 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 Contract.

- 23.4 The Provider shall maintain appropriate and up to date records showing all payments made by the Provider in connection with this Contract and the steps taken to comply with its obligations under clause 23.3.

General provisions

24. Force Majeure

- 24.1 Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from Force Majeure. If the period of delay or non-performance continues for 15 days, the party not affected may terminate the Contract by giving 15 days' written notice to the affected party.

25. Subcontracting

- 25.1 The Provider may not Sub-Contract any or all of its rights or obligations under the Contract without the prior written consent of the Authority. If the Authority consents to any Sub-contracting by the Provider, the Provider shall remain responsible for all acts and omissions of its Sub-Contractors as if they were its own.

26. Confidentiality

- 26.1 Each party undertakes that it shall not at any time disclose to any person any Confidential Information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the Group to which the other party belongs, except as permitted by clause 26.2.

- 26.2 Each party may disclose the other party's Confidential Information:

- a) to its employees, officers, representatives, contractors, Sub-Contractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, Sub-Contractors or advisers to whom it discloses the other party's Confidential Information comply with this clause 26.2; and
- b) as may be required by law (including under the FOIA or EIRs), a court of competent jurisdiction or any governmental or regulatory authority provided that, to the

extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible.

26.3 Neither party shall use the other party's Confidential Information for any purpose other than to exercise or perform its rights and obligations under the Contract.

27. Waiver

27.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

27.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

28. No Fetter of Discretion

28.1 Nothing (contained or implied) in this Contract shall fetter or restrict the Authority's statutory rights, powers, discretions and responsibilities.

29. Severance

29.1 If any provision or part-provision of this Contract 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 Contract.

29.2 If any provision or part-provision of this Contract is deemed deleted under clause 29.1, 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.

30. No partnership or agency

30.1 Nothing in this Contract 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.

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

31. Third party rights

- 31.1 This Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.
- 31.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Contract are not subject to the consent of any other person.

32. Publicity

The Provider shall not:

- (a) make any press announcements or publicise this Contract or its contents in any way; or
- (b) use the Authority'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 Authority, which shall not be unreasonably withheld or delayed.

33. Entire agreement

- 33.1 This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.
- 33.2 Each party acknowledges that in entering into this Contract it does not rely on, and 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 Contract.
- 33.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.

34. Counterparts

- 34.1 This Contract may be executed in any number of counterparts, each of which shall constitute a duplicate original of this Contract, but all the counterparts shall together constitute the one Contract.

35. Governing law

This Contract 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.

36. 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 Contract or its subject matter or formation (including non-contractual disputes or claims).

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

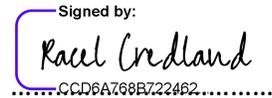
Signed by for and on behalf of
THE SHEFFIELD CITY COUNCIL

Signed by:

.....2C12DB88308942E.....

Authorised signatory 1
Name: David Whitley
Job title: Transport Schemes Manager

Date..... 16 January 2026 | 13:47 GMT

Signed by:

.....CCD6A768B722462.....

Authorised signatory 2
Name: Rachel Credland
Job title: Senior Procurement & Supply Chain Manager

Date..... 19 January 2026 | 14:04 GMT

Signed for and on behalf of CTS TRAFFIC & TRANSPORTATION LTD

Signed by:

.....E39167C93EE34A0.....

Name: Joe Maclaren
Job title: Operations Manager

Date..... 12 January 2026 | 15:42 GMT

Sheffield City Council Below Threshold Services Contract v2 Oct 2025

Schedule 1 Services

Olympic Legacy Park and Oasis Academy Parking Survey

Scope of works

Specifically:

- Basic vehicle count
- Over a one-week period
- Within the following date range: 12/01/26 – 08/02/26
- 7 days, Monday through Sunday
- Count taken hourly for full 24h/day
- Count given for each street on both sides of the road
- Include dwell time
- Parking stress level for each street
- Need details of vehicles on each side of the road, incl. vehicle classification and unique ID number.
- Identify where vehicles are parked along each road.
- Details of restrictions on each section, including highlighting vehicles parking on yellow lines (or H markings)

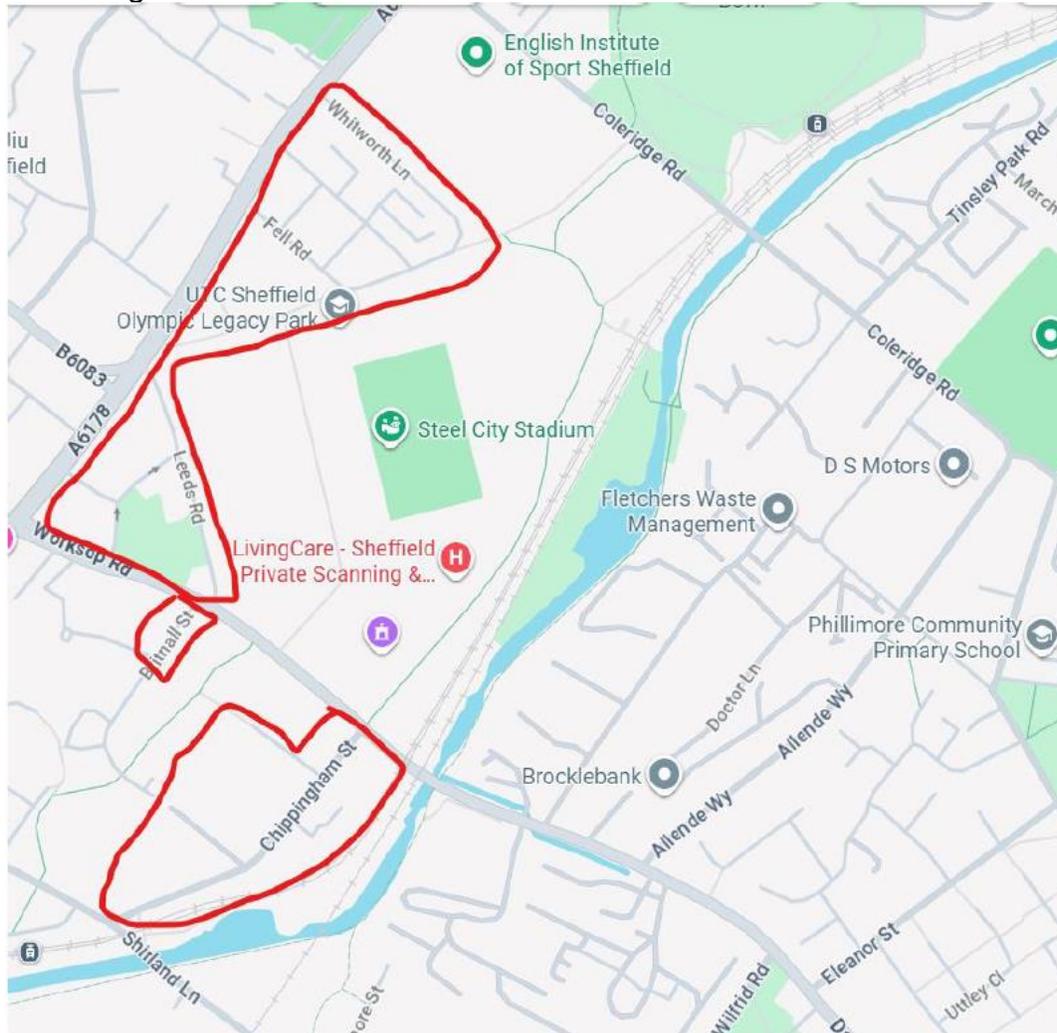
Locations (see also map on next page):

- Chippingham Street, S9 3SE, 53.392945, -1.427305
- Britnall Street, S9 3SY, 53.393525, -1.428648
- Titterton Close, S9 3TQ, 53.393684, -1.426594
- Beverley Street, S9 3TR, 53.395648, -1.428850
- Bootle Street, S9 3TG, 53.395461, -1.428896
- Leeds Road, S9 3TY, 53.395789, -1.428065
- Fell Road, S9 2AL, 53.397356, -1.426507
- Howden Road, S9 2AD, 53.398126, -1.426778
- Whitworth Lane, S9 2AL, 53.398385, -1.426085
- Old Hall Road, S9 2AL, 53.397344, -1.425135

We would like this taking place within the specified date range, but please avoid any bank holidays or school holidays. It will be the contractor's responsibility to make any necessary authorities – including the client - aware of the survey dates.

Please provide details that your approach is GDPR compliant, including a copy of your privacy impact assessments under GDPR.

Please note that if you have not previously had a full Data Protection Impact Assessment signed off by Sheffield City Council, obtaining one will add significant delay to starting the work.



Schedule 2 Provider Response

Schedule 3 ef. No.	Method Statement	Max. Word Limit	Max. weighted score available
MS1	How will the different types of surveys be carried out? And are you able to provide evidence of similar surveys you have undertaken in the past?	600	15%
Proposed Solution			
Your Response (box will expand as required)	<p>Surveys will be carried out using temporary CCTV cameras – units will be set up on street furniture so the entire length of each street will be covered. Footage will be analysed in the office using bespoke software which allows analysts to log the arrival time, departure time and location of each vehicle, along with any other relevant information (ie parked on yellow lines etc). Cameras will film for 24 hours a day, for the full 7 days – they can be remotely checked in the office so any issues can be quickly rectified.</p> <p>An inventory will also be carried out to record the available parking, parking restrictions and geography of each road.</p> <p>The resulting data is then used to create parking stress tables, and summaries showing average, maximum & minimum dwell times, frequency of parking violations etc. Results will also include raw data with individual vehicle records, each with a unique ID number.</p> <p>The methodology has been used successfully in recent surveys for Blackpool Borough Council, Wrexham Borough Council and Blackburn & Darwen Borough Council. Details can be supplied.</p>		
Ref. No.	Method Statement Question	Max. Word Limit	Max. weighted score available
MS2	How soon will you be able to carry out the survey? And what timescale will the data be analysed in?	100	5%
Proposed Solution			
Your Response (box will	We are available to carry out the site work from January 11 th . Results would be supplied within 20 working days.		

expand as required)			
Ref. No.	Method Statement Question	Max. Word Limit	Max. weighted score available
MS3	<p>In what format will you supply the data and how will the data be handled and presented to the council in a GDPR compliant way? Please provide evidence of compliance. Bidders should provide additional details to the mandatory requirements stated in 4.2 as well as detailing any additional policies or certification you may have, including but not limited to:</p> <ul style="list-style-type: none"> • ISO 27001 • Cyber Security Essentials Certificate • DSPT compliance level – Standards Met • Data Flow Map <p>Have you worked with Sheffield City Council before on similar surveys that required a signed off data protection impact assessment?</p>	500	5%
Proposed Solution			
Your Response (box will expand as required)	<p>The methodology has the advantage that the necessary information can be recorded without recording registration plates. In addition, cameras are set to a record quality which minimises the amount of personal information being recorded – analysts are able to see the arrival and departures of vehicles, but not able to identify individuals or individual vehicles. No personal information is recorded by the analysts during the data processing so the supplied results are entirely GDPR compliant. Video recording, analysis and storage is all carried out in a GDPR compliant way – see the attached data protection policy.</p> <p>We are not aware of having carried out work on behalf of Sheffield City Council where a data protection impact assessment was necessary – we believe our methodology for data collection does not meet the threshold where a data protection impact assessment is necessary however, ie where a ‘a high risk to the rights and freedoms of individuals’ is caused by the data collection, per the ICO guidance.</p>		

	<p>We have carried out similar surveys for Sheffield City Council, including the Unmet Demand Hackney Carriage Surveys, where taxi ranks were monitored using the same camera units – a DPIA was not deemed necessary on that occasion.</p>		
MS4	<p>Outline health and safety management in place for staff working on the project with regard to lone working, working by the roadside and working outdoors in extreme weather conditions. E.G. list policies that are in place and provide example risk assessment</p>	200	5%
Proposed Solution			
<p>Your Response (box will expand as required)</p>	<p>A sample risk assessment is attached for similar work – installations and battery changes are carried out overnight or very early in the morning when roads are quietest.</p> <p>We would delay installation in the case of very extreme weather – the inventory can be carried out at any point during the week of the survey, so would be carried out on the day when the weather is forecast to be best.</p> <p>Staff wear tracking devices when onsite, and call on arrival and departure to confirm safety.</p>		

Schedule 4 Charges and Payments

Period	Quote	Commentary / breakdown
Olympic Legacy Park and Oasis Academy surveys (7 days) (Price to be evaluated)	£8600 + VAT	
Olympic Legacy Park and Oasis Academy surveys (per day) (Day rate - should variation to the number of days be required – not used for evaluation)	£2400 + VAT	Day rate would be £2400 + VAT for a single day, and an additional £1033 + VAT per additional day
Olympic Legacy Park and Oasis Academy surveys (7 days) (Price to be evaluated)	£8600 + VAT	

The following points should also be factored in when pricing:

- All prices should exclude VAT and be in £ sterling (GBP)
- Prices shall remain fixed for the duration of the contract.
- Your price submission must be a fully costed proposal inclusive of all disbursements and any other costs or expenses necessary for the proper provision of the Goods / Services. There will be no opportunity to negotiate any missed costs subsequently. **Please stipulate a clear and final total contract price payable** – this allows us to understand and compare your price
- Detail your fee structure in a clear and transparent manner which covers **all** your fees and on-costs to deliver the requirements as laid out in the specification (and any Method Statement responses) and allows us to fully understand the final fee payable by the Council for this requirement.
- Any suppliers that participate in Supply 2 Sheffield (Pay+), the rebate offered is subtracted from the Gross Price to calculate the “Net Price”. The Net Price will be used for evaluation.

Gross Price X
Rebate Offered (X)
Net Price X

The price scoring methodology is described in Section 9.

5.2 Supply 2 Sheffield (Pay+)

The following questions relate to participation in the Pay+ scheme (refer to Supply 2 Sheffield Pay+ scheme under Section 9 for full details of what this offers and how any discount to invoices would be applied).

Suppliers are required to complete the Declaration of Intent even if they do not participate in the Supply 2 Sheffield (Pay+). Failure to do so may invalidate a supplier’s quote submission.

Declaration of Intent

Have you read and understood the programme guidance in the ITT documentation, and do you understand your offer to participate may impact the price evaluation of this tender?

YES
 NO

Please confirm your participation in the programme and rebate rate you are willing to commit to (based on Target Payment Day 10) by placing an “X” in the relevant space provided below.

Supplier confirms that it WILL NOT participate in the programme:	Supplier confirms that it WILL participate in the programme at the identified rebate rate below:						
0%	0.5%	1.0%	1.25%	1.5%	2.0%	2.5%	3.0%
X							

Rebates will be deducted and retained by Sheffield City Council.

5.3 Invoicing

The Council currently uses Capita creditors for receiving and logging supplier invoices. The successful bidder should send invoices either via e-mail to creditorinvoices@sheffield.gov.uk or post:

Sheffield City Council
Company Number: 000001
PO BOX 399
Stead House Faverdale West
Faverdale
Darlington
DL1 9UT

All invoices must clearly include a Purchase Order (PO) number (a PO will be raised with the successful contractor). Failure to include this will cause a delay in the processing of your invoice and a delay in payment being made to you.

Payment will be made by the Council via BACS within 30 days of the receipt of an undisputed valid invoice. Early payment in return for a nominal discount may be arranged under a voluntary agreement, see the Supply 2 Sheffield Pay Plus scheme detailed above.

Schedule 5 Data Protection

No Processing

Please note, for the purposes of this Schedule, references to Provider will mean Provider, Consultant etc (as applicable to your contract) and should be read accordingly.

1. The following additional definitions apply in this Schedule:

Controller: as defined in the Data Protection Legislation.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the Information Commissioner or other relevant data protection or supervisory authority and applicable to a party.

Personal Data: as defined in the Data Protection Legislation.

Processing: as defined in the Data Protection Legislation, and **Process** and **Processed** shall be construed accordingly.

Processor: as defined in the Data Protection Legislation.

2. It is the shared understanding of the parties that the performance of their respective obligations under this Contract will not involve the Processing of Personal Data. In the event that, contrary to this understanding, either party is at any time of the opinion that Processing would be involved in the performance of their respective obligations under this Contract, then the parties shall, as a matter of urgency, co-operate in good faith to determine whether or not it is and, if it is:

- (a) identify the types of Personal Data, the duration, subject matter, nature and purpose of the Processing;
- (b) determine their respective functions (whether as Controller or Processor) in relation to the Processing; and
- (c) take all necessary steps to ensure that the Processing is done in compliance with the Data Protection Legislation, including (where necessary) entering into an agreement as required by Article 28 UK GDPR on terms consistent with the guidance of the ICO.

3. Each party shall bear its own costs of complying with the obligations set out in paragraph 2 above, the cost consequences and other incidents of complying with the Data Protection Legislation lying where they fall.
4. The Provider shall indemnify the Authority against all Losses due to any failure by the Provider to comply with any of its obligations under this Schedule.

Schedule 6 KPIs

Not applicable.

Schedule 7 Safeguarding

1. Safeguarding children and vulnerable adults

- 1.1 The parties acknowledge that the Provider is a Regulated Activity Provider with ultimate responsibility for the management and control of the Regulated Activity provided under this Contract and for the purposes of the Safeguarding Vulnerable Groups Act 2006.
- 1.2 The Provider shall:
- (a) ensure that all individuals engaged in Regulated Activity are subject to a valid enhanced disclosure check for regulated activity undertaken through the Disclosure and Barring Service (DBS); and
 - (b) monitor the level and validity of the checks under this clause 1.2 for each member of staff;
 - (c) not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that they would not be suitable to carry out Regulated Activity or who may otherwise present a risk to service users.
- 1.3 The Provider warrants that at all times for the purposes of this Contract it has no reason to believe that any person who is or will be employed or engaged by the Provider in the provision of the Services is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder.
- 1.4 The Provider shall immediately notify the Authority of any information that it reasonably requests to enable it to be satisfied that the obligations of this clause 1 have been met.
- 1.5 The Provider shall refer information about any person carrying out the Services to the DBS where it removes permission for such person to carry out the Services (or would have, if such person had not otherwise ceased to carry out the Services) because, in its opinion, such person has harmed or poses a risk of harm to the service users, children or vulnerable adults.

Schedule 8 Special Conditions

Not Applicable