

DATED: 19/01/2026

Contract Reference Number: CTRR1004349

Contract Title: EcoTech H24 Lynx Robot Mower

CONTRACT PARTICULARS

Referred to as a "party" and together "the parties".	Council	Surrey County Council
	Council Address	Woodhatch Place, 11 Cockshot Hill, Reigate, RH2 8EF
	Service Provider	Lister Wilder
	Service Provider Company Number and Registered Address	Lister Wilder Ltd, Love Lane, Ind Estate, Cirencester, Gloucestershire, GL7 1YG, UNITED KINGDOM 1966449
Commencement Date		19/01/2026
Initial Period		Three (3) Years
Extension Period (if applicable)		Not Applicable
Specification		as set out in the specification at Schedule A [attached].
Council's Address for Notice		Name: Helen Cocker Position: Operations Manager Address: Surrey Countryside Partnerships, 2 West Park Farmhouse Horton Country Park Horton Lane Epsom KT19 8PL
Contract Price		As set out in the Payment Schedule at Schedule B
Payment Frequency		other in advance
Invoicing Procedure		The Service Provider shall be required to register on the Council's e-Invoicing System on or before the Commencement Date. The Service Provider shall provide invoices to the Council electronically via the Council's e-Invoicing System.
Professional Indemnity Insurance		Not Applicable
Period of Notice for Termination		One (1) Month
Termination Period of Force Majeure		Three (3) months

Contract Manager:	Name: Sean Grufferty Job Title Senior Partnership Officer Address: Downlands Partnership Grazing Old Lodge Farm, Telegraph Track Woodmansterne Lane Carshalton SM5 4AZ Telephone: 07968 832692 Email: Sean.grufferty@surreycc.gov.uk
Service Provider's Manager:	Name: [Phill Hughes] Job Title [Sales Director] Address: [Lister Wilder, Farm White House Ln, Spencers Wood, Reading RG7 1HR] Telephone: 07500 844259 Email: Phill.hughes@listerwilder.co.uk
Clause 22 (Data Processor Obligations)	Does not apply
A Persistent Default will occur where:	(a) Multiple Defaults of the same nature occur three (3) or more times within a rolling three (3) Month period;

In witness whereof the parties hereto have executed the Contract as of the day and year first herein written:

SIGNED on behalf of the parties

For and on behalf of
SURREY COUNTY COUNCIL



KMcDonald (Jan 19, 2026 14:48:11 GMT)

.....
Authorised Signatory

¹For and on behalf of
LISTER WILDER COUNCIL



phill hughes (Jan 19, 2026 14:23:46 GMT)

.....
Authorised Signatory

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BACKGROUND

(A) The Council wishes to engage the Service Provider to provide the Services.

(B) The Service Provider wishes to provide such Services, and is willing and able to do so in accordance with the terms and conditions of the Contract.

SECTION 1 – PRELIMINARY

1 DEFINITIONS AND INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply (unless the context requires otherwise) to the Contract:

“Bribery Act”	means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;
“Commencement Date”	means the date set out in the Contract Particulars;
“Contract”	means the Contract including the Contract Particulars and all schedules and appendices referred to herein and/or attached hereto;
“Contract Manager”	means the person appointed by the Council to manage the Contract (as set out in the Contract Particulars) as the same may be replaced or delegate his functions from time to time;
“Contract Period”	means the Initial Period plus any Extension Period (if applicable);
“Contract Price”	means the Price set out in the Contract Particulars as amended in accordance with the Contract;
“Council Data”	means: a)the data, case management information, text, drawings, diagrams, documents, records, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media and which are: i) supplied or communicated to the Service Provider by or on behalf of the Council or a customer/user of the Services; ii) inputted into the Council IT systems or the Service Provider's IT system by the Council or the Council's representatives; or iii) which the Service Provider is required to access, generate process, store or transmit pursuant to the Contract, whether on the Council IT systems or the Service Provider's IT system; and/or b) any Personal Data for which the Council is Data Controller;
“Data Controller”	has the same meaning as is set out in the Data Protection Legislation;
“Data Processor”	has the same meaning as is set out in the Data Protection Legislation;
“Data Protection Impact Assessment”	an assessment carried out pursuant to the Data Protection Legislation;
“Data Protection Legislation”	means the Privacy and Electronic Communications (EC Directive) Regulations 2003, the Investigatory Powers Act 2016, the Investigatory Powers (Interception of Businesses etc for Monitoring and Record-keeping Purposes) Regulations 2018, the Data Protection Act 2018 and the GDPR and any legislation implemented in connection with the GDPR and any replacement legislation coming into effect from time to time and all applicable laws and regulations relating to the processing of personal data and privacy, including

	as where applicable the guidance and codes of practice issued by the Information Commissioner;
“Data Security Breach”	means any breach of security or confidentiality leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data;
“Data Subject”	has the same meaning as is set out in the Data Protection Legislation;
“Default”	means as defined at clause 9.1;
“Default Notice”	means a notice issued by the Council in accordance with clauses 8;
“Dispute”	means as defined at clause 28.1;
“Employee Liability Information”	<p>means the information that a transferor is obliged to notify to a transferee under Regulation 11(2) of TUPE:</p> <ul style="list-style-type: none"> (a) the identity and age of the employee; (b) the employee's written statement of employment particulars (as required under section 1 of the Employment Rights Act 1996); (c) information about any disciplinary action taken against the employee and any grievances raised by the employee, where a Code of Practice issued under Part IV of the Trade Union and Labour Relations (Consolidation) Act 1992 relating exclusively or primarily to the resolution of disputes applies, within the previous two (2) years; (d) information about any court or tribunal case, claim or action either brought by the employee against the transferor within the previous two (2) years or where the transferor has reasonable grounds to believe that such action may be brought against the Service Provider arising out of the employee's employment with the transferor; and (e) information about any collective agreement that will have effect after the Effective Date or the Service Transfer Date, as the case may be, in relation to the employee under regulation 5(a) of TUPE.
“Employment Liabilities”	means all claims, including without limitation claims for redundancy payments, unlawful deduction of wages, unfair, wrongful or constructive dismissal compensation, compensation for sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy or maternity, or sexual orientation discrimination, claims for equal pay, compensation for less favourable treatment of part-time workers, and any claims (whether in tort, contract, statute or otherwise), demands, actions, proceedings and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs and expenses reasonably incurred in connection with a claim or investigation (including any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body), and of implementing any requirements which may arise from such investigation, and any legal costs and expenses;
Environmentally Sustainable Procurement Policy	means the Orbis Procurement policy which aims to minimise negative and promote positive environmental impacts and can be found at: https://www.surreycc.gov.uk/business/supplying-the-council/social-value-and-procurement/procurement-policy
“Expiry Date”	means the end of the Contract Period;
“Extension Period”	means as defined at clause 2.2;
“Force Majeure Event”	<p>means any circumstance not within a party's reasonable control and wholly exceptional events outside the control of the parties which could not have reasonably been foreseen or avoided, including without limitation:</p> <ul style="list-style-type: none"> (a) acts of God, natural flood, drought, exceptionally adverse weather

	<p>conditions, earthquake or other natural disaster;</p> <p>(b) epidemic or pandemic;</p> <p>(c) terrorist attack, civil war, civil commotion or riots, war, threat or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of all diplomatic relations;</p> <p>(d) nuclear, chemical or biological contamination or sonic boom;</p> <p>(e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition [, or failing to grant a necessary licence or consent];</p> <p>(f) collapse of buildings, fire, explosion or accident</p>
“General Data Protection Regulation”	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (United Kingdom General Data Protection Regulations), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdraw) Act 2018 (see section 205(4));
“Good Industry Practice”	means using standards, practices, methods and procedures conforming to the Law and exercising that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person engaged as the case may be in the same type of undertaking as that of the Service Provider under the same or similar circumstances at the relevant time for such exercise;
“Information Laws”	means the Freedom of Information Act 2000, the Environmental Information Regulations 2004, the Data Protection Legislation and any codes of practice and guidance made pursuant to the same as amended or replaced from time to time;
“Initial Period”	as set out in the Contract Particulars;
“Insolvent”	<p>means in relation to the Service Provider:</p> <p>(a) any arrangement or composition with or for the benefit of its creditors (including any voluntary arrangement as defined in the Insolvency Act 1986) being entered into (or, in the case of such a voluntary arrangement, being proposed);</p> <p>(b) a supervisor, receiver, administrator, administrative receiver or other encumbrancer of a similar nature taking possession of or being appointed over or any distress, execution or other process being levied or enforced (and not being discharged within seven (7) days) upon the whole or any material part of the Service Provider’s assets;</p> <p>(c) a court makes an order that the Service Provider be wound up or a resolution for a voluntary winding up of the Service Provider is passed;</p> <p>(d) ceasing or threatening to cease to carry on business or being or being deemed to be unable to pay its debts when they become due within the meaning of Section 123 Insolvency Act 1986;</p> <p>(e) being an individual(s), has a bankruptcy order made against him/her or compounds with his/her creditors or comes to any arrangements with any creditors; or</p> <p>(f) any steps are taken in respect of or relating to the Service Provider by Monitor, the Secretary of State for Health or a Trust Special Administrator pursuant to the provisions of the National Health Service Act 2006;</p>
“Intellectual Property Rights”	means any and all patents, trademarks, service marks, copyright, moral rights, rights in design, know-how, confidential information and all or any other intellectual or industrial property rights whether or not registered or capable of registration and whether now or in the future subsisting in the

	United Kingdom or any other part of the world together with all or any goodwill and accrued rights of action;
"KPIs"	means the key performance indicators set out at Schedule A (Specification);
"Law"	means any applicable statute or any delegated or subordinate legislation, any duly applicable guidance, code of practice, direction, judgment or determination with which the Council and/or the Consultant is bound to comply including the Council's rules, procedures, guidelines, policies, codes of practice, standing orders, financial regulations and standards from time to time;
"Measurement Period"	means the period over which the relevant KPI is measured, as set out in the Specification;
"Mediation"	means the Centre for Effective Dispute Resolution model mediation procedure;
"Month"	means a calendar month;
"Necessary Consents"	means all approvals, certificates, authorisations, permissions, licences, permits, regulations and consents required by Law or necessary from time to time for the performance of the Services including without limitation all planning permissions and waste management licences;
"New Service Provider"	means any third party supplier of Replacement Services appointed by the Council from time to time;
"Persistent Default"	means a continuing Default or series of Defaults as determined in accordance with the Contract Particulars;
"Personal Data"	has the same meaning as is set out in the Data Protection Legislation;
"Process"	has the same meaning as is set out in the Data Protection Legislation;
"Prohibited Act"	<p>means:</p> <p>(a) directly or indirectly offering, promising or giving any person working for or engaged by the Council a financial or other advantage to:</p> <ul style="list-style-type: none"> i. induce that person to perform improperly a relevant function or activity; or ii. reward that person for improper performance of a relevant function or activity; <p>(b) directly or indirectly requesting, agreeing to receive or accepting any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with the Contract;</p> <p>(c) committing any offence:-</p> <ul style="list-style-type: none"> i. under the Bribery Act; ii. under the Modern Slavery Act; iii. under legislation creating offences concerning fraudulent acts; iv. at common law concerning fraudulent acts relating to the Contract or any other contract with the Council; or v. defrauding, attempting to defraud or conspiring to defraud the Council; or <p>(d) committing an offence under sub-section (2) of section 117 of the Local Government Act 1972;</p>
"Quality Standard"	means an appropriate and current British Standards Specification or British Standard Code of Practice issued by the British Standard Institution or any similar European Union standard applying to goods or services relating to the Services or equivalent together with any additional standards set out in the

	Specification;
“Quarter”	means a consecutive period of three Months commencing on 1 April, 1 July, 1 October or 1 January and “Quarterly” shall be interpreted accordingly;
“Regulatory Body”	means government Departments and agencies, the European Union Commission or any other regulatory Council or body (other than the Council) including any health and safety enforcement agency, with power to regulate the Services and their respective successors and substitutes;
“Relevant Employees”	means those employees whose contracts of employment transfer with effect from the Service Transfer Date to the Council or a New Service Provider by virtue of the application of TUPE;
“Relevant Transfer”	means a relevant transfer of the Services for the purposes of TUPE, including upon or as a result of expiry or termination of the Contract;
“Remediation Notice”	means as defined at clause 9.2;
“Replacement Services”	means any services that are fundamentally the same as 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 New Service Provider;
“Representative”	means any employee, officer, worker, agent or service provider engaged by a party in connection with the Services including any Sub-Contractor;
“Required Insurances”	means as defined at clause 17.1;
“Services”	means the services set out in the Contract Particulars that are to be provided by the Service Provider under the Contract as more particularly described in the Specification and any Variation thereto made in accordance with the Contract;
“Service Provider Premises”	as defined in clause 15.1;
“Service Provider’s Assets”	as defined at clause 14.1;
“Service Provider’s Final Staff List”	means the list of all the Service Provider’s and Sub-Contractor’s personnel engaged in, or wholly or mainly assigned to, the provision of the Services or any part of the Services at the Service Transfer Date;
“Service Provider’s Provisional Staff List”	means the list prepared and updated by the Service Provider of all the Service Provider’s and Sub-Contractor’s personnel engaged in, or wholly or mainly assigned to, the provision of the Services or any part of the Services at the date of the preparation of the list, and in the format requested by the Council;
“Service Transfer Date”	means the date on which the Services (or any part of the Services), transfer from the Service Provider or Sub-contractor to the Council or any New Service Provider;
“Specification”	means the specification at Schedule A detailing the Services;
“Staff”	means all persons employed by the Service Provider to perform its obligations under the Contract together with the Service Provider’s servants, agents, suppliers and Sub-Contractors used in the performance of its obligations under the Contract;
“Staffing Information”	means in relation to all persons detailed on the Service Provider’s Provisional Staff List, in an anonymised format, such information as the Council may reasonably request including the Employee Liability Information and details of whether the personnel are employees, workers, self-employed, contractors or consultants, agency workers or otherwise, and the amount of time spent on

	the provision of the Services;
“Sub-Contract”	means any sub-contract entered into by the Service Provider or by any Sub-Contractor for the purpose of the performance of any obligation on the part of the Service Provider under the Contract;
“Sub-Contractor”	means the contractors or service providers engaged by the Service Provider to provide goods, services or works to, for or on behalf of the Service Provider for the purposes of providing the Services to the Council;
“Subsequent Transfer”	means, following the commencement of the Contract, circumstances whereby the identity of the provider of the Services (or any part of the Services) changes (whether as a result of termination of the Contract, or part or otherwise) resulting in a transfer of the Services in whole or in part from the Service Provider to the Council or New Service Provider;
“Supervisory Authority”	means the office of the regulator appointed in the United Kingdom as the data protection supervisory authority, known currently as the Information Commissioner’s Office;
“TUPE”	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246), as amended.
“Variation”	means a variation of the Service or the Contract permitted under Regulation 74 of the Procurement Act 2023 and entered into in accordance with the Contract;
“VAT”	means value added tax or any similar or substituted tax; and
“Working Days”	means Monday to Friday inclusive of each week excluding Christmas Day, Good Friday and Bank Holidays in England.

1.2 In the Contract:

- 1.2.1 time shall, during the summer time be British summer time or otherwise Greenwich Mean Time;
- 1.2.2 reference to any statutory provision, enactment, order, regulation or other similar instrument shall be construed as a reference to the statutory provision, enactment, order, regulation or instrument (including any EU instrument) as amended, replaced, consolidated or re-enacted from time to time and shall (unless the reference expressly states otherwise) include any orders, regulations, codes of practice, instruments or other subordinate legislation made under it;
- 1.2.3 words importing one gender shall include the other; words in the singular shall include the plural and vice versa and words importing individuals shall be treated as importing corporations and vice versa;
- 1.2.4 clause, schedule and paragraph headings and notes are for ease of reference only and do not affect the interpretation of the Contract;
- 1.2.5 a reference to a clause, schedule, section, part or appendices is a reference to a clause, schedule, section, part or appendices within the Contract unless expressly stated otherwise;
- 1.2.6 the schedules form part of the Contract and shall have effect as if set out in full in the body of the Contract and any reference to the Contract includes the schedules; and
- 1.2.7 a reference to writing or written includes email.

2 COMMENCEMENT, DURATION AND EXTENT OF CONTRACT

- 2.1 The Contract shall commence on the Commencement Date and unless terminated earlier in accordance with the Contract will remain in force for the Contract Period.
- 2.2 Before the end of the Initial Period or before the end of any previous extension of the Contract

Period (as the case may be) the Council may extend the Contract Period by a further period or periods (as set out in the Contract Particulars) by giving written notice to the Service Provider of its wish to extend the Contract and the required length of such extension (an "Extension Period"):

2.3 Unless otherwise agreed by the parties, any Extension Period shall be on the same terms and conditions, including the Contract Price, as the Contract.

3 CONTRACT DOCUMENTS

3.1 Where there is any conflict or inconsistency between the provisions of the Contract, such conflict or inconsistency shall be resolved according to the following order of priority:

- 3.1.1 these conditions of the Contract;
- 3.1.2 Schedule A (Specification);
- 3.1.3 all other schedules attached to the Contract except the schedules listed at clauses 3.1.4 and 3.1.5;
- 3.1.4 Schedule C, Part 2 (Clarifications);
- 3.1.5 Schedule C, Part 1 (the Service Provider's Tender),

save to the extent that the standards or levels of the Services set out in Schedule C (the Service Provider's Tender) exceed those set out in Schedule A (Specification); in which case, such higher standards or levels of performance set out in Schedule C (the Service Provider's Tender) shall prevail (to the extent necessary to achieve the performance of such higher standards or levels of performance only).

SECTION 2 – THE SERVICES

4 PROVISION OF THE SERVICES

4.1 During the Contract Period the Service Provider shall provide the Services with all reasonable care, skill, prudence and foresight and in accordance with:

- 4.1.1 the provisions of the Contract (including the Specification);
- 4.1.2 the requirements of all Necessary Consents;
- 4.1.3 all applicable Laws;
- 4.1.4 Good Industry Practice;
- 4.1.5 the KPI's;
- 4.1.6 the Environmentally Sustainable Procurement Policy; and
- 4.1.7 all reasonable instructions of the Council acting in good faith and in accordance with the Contract.

4.2 The Service Provider shall, as a minimum, meet the Quality Standard(s) throughout the Contract Period.

4.3 The Service Provider shall promptly provide all such information regarding the environmental impact of any Services supplied or used under the Contract as may reasonably be required by the Council to permit informed choices by end users.

5 PAYMENT AND INVOICING PROCEDURE

5.1 The Council shall pay the Service Provider the Contract Price in consideration for the provision of the Services in accordance with Schedule B (Payment Schedule).

5.2 The Contract Price shall not be subject to indexation.

5.3 The invoice referred to in Part 1 of this Schedule B shall be rendered on the Service Provider's own invoice form and shall show:

- 5.3.1 an invoice date and invoice number;
- 5.3.2 the period to which the invoice relates;
- 5.3.3 the aspects of the Services for which payment is claimed;
- 5.3.4 any VAT payable, with a breakdown showing the net figure, the VAT amount and the gross figure;
- 5.3.5 a VAT registration number if VAT registered;
- 5.3.6 a valid purchase order number as issued by the Council;
- 5.3.7 the Service Provider's vendor/supplier number as set out in the purchase order issued by the Council;
- 5.3.8 the Service Provider's full business name and address; and
- 5.3.9 the name and address of the Council.

5.4 The Council shall notify the Service Provider in writing within thirty (30) Working Days of the date of the relevant invoice if it disputes any of the charges payable under an invoice submitted pursuant to Part 2 of this Schedule B. Such disputes shall be resolved in accordance with the provisions of section 9 (Dispute Resolution) of the Contract.

5.5 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 referred to section 9 (Dispute Resolution) of the Contract.

5.6 Interest due on any sums in dispute shall not accrue until the earlier of thirty (30) days after:

- 5.6.1 resolution of the dispute between the parties; or
- 5.6.2 receipt of the decision of the Mediator in accordance with section 9 (Dispute Resolution) of the Contract.

5.7 A party shall pay interest on all overdue payments to the other party accruing from day to day for the period of default at an annual rate of 2% over the daily base lender rate from time to time of HSBC Bank Plc applicable in England from time to time.

5.8 Whenever any sum of money shall be recoverable from or payable by the Service Provider to the Council under the Contract, the same may be deducted from any sum then due or which may become due to the Service Provider under the Contract or any other contract with the Council.

5.9 The Council shall pay to the Service Provider such VAT that may be chargeable by the Service Provider in connection with the provision of the Services and the Service Provider shall issue a tax invoice in respect thereof.

5.10 The Service Provider shall install and implement such apparatus and systems as the Authorised Officer may reasonably require from time to time to ensure that the Council is charged for and pays only such amounts as it is obliged to under the Contract.

6 VARIATIONS TO THE SERVICES

6.1 No Variation of the Contract shall be effective unless it is in writing and signed by the parties (or their duly authorised senior representatives).

6.2 Unless the Variation expressly provides for an increase in payment, the Contract Price shall not be increased as a result of a Variation.

SECTION 3 – REVIEW

7 COUNCIL MEETINGS

7.1 The Council and Service Provider's Manager shall hold regular meetings as set out in the Specification.

8 SOCIAL VALUE - NOT USED

9 PERFORMANCE MONITORING

9.1 The Council may investigate any case where the Service Provider may have or appears to have failed to perform the Services in whole or in part in accordance with the provisions of the Contract (a “**Default**”).

9.2 Where the Council is satisfied that in any particular case the Service Provider has committed a Default, it may instruct the Service Provider in writing to remedy the failure (a “**Remediation Notice**”). The Remediation Notice shall:

9.2.1 specify the nature of the Default; and

9.2.2 instruct the Service Provider to remedy the Default within a reasonable period, as determined by the Council (which unless otherwise stated shall be twenty-four (24) hours from the Service Provider’s receipt of the Remediation Notice).

For the avoidance of doubt, the Remediation Notice may be issued by email.

9.3 Where the Service Provider fails to comply with any Remediation Notice issued by the Council, the Council may issue a Default Notice to the Service Provider:

9.3.1 specifying the nature of the Default; and

9.3.2 instructing the Service Provider to remedy the Default within a reasonable period, as determined by the Council (which unless otherwise stated shall be twenty-four (24) hours from the Service Provider’s receipt of the Default Notice).

9.4 If the Service Provider fails to remedy any Default specified in a Default Notice within the reasonable period specified, the Council may either:

9.4.1 issue a further Default Notice every twenty-four hours until the Council is satisfied that the Default concerned has been remedied; or

9.4.2 following notification to the Service Provider, take action to rectify the Default itself (including by instructing an alternative provider to rectify the same) and recover its additional costs of doing so from the Service Provider as a debt.

9.5 Without prejudice to clause 9.4, where any failure by the Service Provider to perform the Service in whole or in part in accordance with the provisions of the Contract amounts to a Persistent Default, or is one which materially and adversely affects the performance of the Services, or one which results in material damage to the reputation of the Council, notwithstanding that a Remediation Notice and/or Default Notice(s) has been issued pursuant to this clause 8 (Performance Monitoring), the Council shall be entitled, by service of notice on the Service Provider to terminate the Contract forthwith by written notice to the Service Provider.

10 SERVICE COMPLAINTS

10.1 The Service Provider shall develop a system for managing any complaints it receives in relation to the Services, to the satisfaction of the Council. The Service Provider shall immediately investigate any complaint it receives in relation to the Services and take appropriate corrective action. The system for dealing with complaints and the steps taken by the Service Provider shall be made available upon request to the Council for review.

11 SERVICE PROVIDER’S RECORDS

11.1 The Service Provider shall provide the Council with information and data reasonably requested by the Council to enable it to be satisfied as to whether or not any terms of the Contract are being breached and/or whether the KPIs are being met in relation to the Services, within such reasonable timescale given by the Council or where no timescale is provided within no more than twenty eight (28) days of the request.

12 FINANCIAL INFORMATION & AUDITS

12.1 The Service Provider shall, as required by the Council, provide the Council with such financial information and data reasonably requested by the Council to enable the Council to:

- 12.1.1 comply with the Code of Practice on Local Authority Accounting in the United Kingdom 2020/21 issued by the Chartered Institute of Public Finance and Accountancy (as the same may be updated or replaced from time to time); and
- 12.1.2 examine, evaluate and be satisfied as to the Council's minimum standards of economic and financial standing, technical and professional ability and general standing required of the Service Provider with regard to the provision of the Services.

SECTION 4 – HEALTH AND SAFETY

13 HEALTH & SAFETY

13.1 The Service Provider shall comply with and ensure its Representatives comply at all times with the Health and Safety at Work etc. Act 1974 and all other Laws pertaining to health and safety of employees and other affected persons including, but not limited to, the Management of Health and Safety at Work etc. Regulations 1999, and all other health, safety and welfare requirements applicable to the Services including those detailed in the Specification.

SECTION 5 – PREMISES AND ASSETS

14 ASSETS

14.1 Except as otherwise specified in the Specification, the Service Provider shall be responsible at its own cost for providing all equipment, vehicles, plant and materials necessary and/or used for the proper and efficient performance of the Services during the Contract Period ("Service Provider's Assets").

14.2 The Service Provider shall be responsible for the security of all equipment and materials used by the Service Provider in connection with the provision of the Services and the Council shall not (as far as permitted by law) be liable for loss, damage or injury in respect of the same.

15 SERVICE PROVIDER PREMISES

15.1 The Service Provider shall provide all premises and/or sites necessary to provide the Services ("Service Provider Premises").

SECTION 6 – WARRANTIES AND ACKNOWLEDGEMENTS

16 INDEMNITY

16.1 The Service Provider shall indemnify and hold harmless the Council and keep the Council indemnified against all actions, proceedings, costs, claims, demands, liabilities, losses and expenses whatsoever whether arising in tort (including negligence) default or breach of contract, including but without limitation:

- 16.1.1 any claim by a third party for damage occurring as a result of the Service Provider's performance of the Services;
- 16.1.2 any breach of its obligations as set out in Section 9 (Personnel); or
- 16.1.3 any breach of Law or Necessary Consents,

to the extent that any such loss, claim or liability is due to the breach of contract, negligence, wilful default or fraud of itself or of its employees or of any of its Representatives or Sub-Contractors save to the extent that the same is directly caused by or directly arises from the negligence, breach of contract or Law by the Council.

17 INSURANCE

17.1 The Service Provider shall at its own cost take out and maintain the insurances listed at clause 17.2 (“**Required Insurances**”) and any other insurances required by Law with reputable insurers.

17.2 The Required Insurances referred to above are:

- 17.2.1 public liability insurance with a limit of indemnity of not less than ten million pounds (£10,000,000) in relation to any one claim or series of claims arising from the Services;
- 17.2.2 employer’s liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) in relation to any one claim or series of claims arising from the Services; and
- 17.2.3 where applicable to the Services, professional indemnity insurance with a limit of cover of not less than the amount set out in the Contract Particulars in relation to any one claim or series of claims arising from the Services and shall maintain such cover for six (6) years after the end of the Contract Period for all claims to which this clause applies.

17.3 The Required Insurances must remain in place for the Contract Period and be effective in each case no later than the date on which the relevant risk commences.

17.4 As and when reasonably required in writing by the Council, the Service Provider shall provide the Council with copies of current insurance certificates or other evidence demonstrating to the satisfaction of the Council that the requirements of this clause 17 are being met.

18 LIMITATION OF LIABILITY

18.1 Subject to clauses 16 (Indemnity), 18.3 and 18.4 neither party shall be liable to the other party (as far as permitted by Law) for indirect, special or consequential loss or damage in connection with the Contract which shall include, without limitation, any loss of or damage to profit, revenue, contracts, anticipated savings, use, goodwill or business opportunities whether direct or indirect.

18.2 Each party shall at all times take all reasonable steps to minimise and mitigate any loss or damage for which the relevant party is entitled to bring a claim against the other party pursuant to the Contract.

18.3 Any clause limiting the Service Provider’s liability does not apply in relation to the commission of any Prohibited Act.

18.4 Notwithstanding any other provision of the Contract neither party limits or excludes its liability for:

- 18.4.1 fraud or fraudulent misrepresentation;
- 18.4.2 death or personal injury caused by its negligence , or that of its employees, agents or Sub-Contractors;
- 18.4.3 breach of any obligation as to title implied by statute; or
- 18.4.4 any other act or omission, liability for which may not be limited under Law.

18.5 Subject to clause 18.4, the Service Provider’s total aggregate liability:

- 18.5.1 is unlimited in respect of:
 - 18.5.1.1 the indemnities in clauses 22 (Data Protection), 23 (Data Processor Obligations); clause 24.3 (Intellectual Property) and 27 (Employment Exit Provisions); or
 - 18.5.1.2 the Service Provider’s wilful default.
- 18.5.2 in respect of all other claims, losses or damages, whether arising from tort (including negligence), breach of contract or otherwise under or in connection with the Contract, shall in no event exceed one hundred and twenty percent (120%) of the aggregate

Contract Price paid under or pursuant to the Contract in the applicable Contract Year in respect of which the claim arises.

19 SERVICE PROVIDER WARRANTIES

19.1 The Service Provider warrants and represents that:

- 19.1.1 it has full capacity and authority to enter into and to perform the Contract and it is executed by a duly authorised Representative of the Service Provider;
- 19.1.2 there are no actions, suits or proceedings or regulatory investigations pending or, to the Service Provider's knowledge, threatened against or affecting the Service Provider before any court or administrative body or arbitration tribunal that might affect the ability of the Service Provider to meet and carry out its obligations under the Contract;
- 19.1.3 it has operated, and will continue to operate, in compliance with applicable Laws and regulations and will maintain all Necessary Consents, licences and registrations as applicable;
- 19.1.4 any information obtained by the Service Provider during the Contract Period shall only be used for the purposes contemplated under the Contract;
- 19.1.5 it has not committed any Prohibited Act in entering into the Contract or any other agreement with the Council and will not commit any such acts in the performance of or with regard to the extension of the term of the Contract or such other agreement.

19.2 For the avoidance of doubt the fact that any provision within the Contract is expressed as a warranty shall not preclude any right of termination the Council may have in respect of breach of that provision by the Service Provider.

SECTION 7 - INFORMATION AND IPR

20 CONFIDENTIALITY AND TRANSPARENCY

20.1 Subject to clause 20.2, the parties shall keep confidential all matters relating to the Contract and shall use all reasonable endeavours to prevent their Representatives from making any disclosure to any person of any matters relating hereto.

20.2 Clause 20.1 shall not apply to any disclosure of information:

- 20.2.1 required by Law, provided that clause 21 (Freedom of Information) shall apply to any disclosures required under the Information Laws;
- 20.2.2 that is reasonably required by persons engaged by a party in the performance of such party's obligations under the Contract;
- 20.2.3 where a party can demonstrate that such information is already generally available and in the public domain otherwise than as a result of a breach of clause 20.1;
- 20.2.4 by the Council of any document to which it is a party and which the parties to the Contract have agreed contains no commercially sensitive information;
- 20.2.5 to enable a determination to be made under Section 9 (Dispute resolution);
- 20.2.6 which is already lawfully in the possession of the receiving party prior to disclosure by the disclosing party;
- 20.2.7 by the Council to any other department, office or agency of the Government; and
- 20.2.8 by the Council relating to the Contract and in respect of which the Service Provider has given its prior written consent to disclosure.

20.3 The Service Provider acknowledges that the Council is subject to transparency obligations which require the Council to publish certain contract information and materials. Accordingly, and notwithstanding any other term of the Contract, the Service Provider hereby gives its consent for the Council to publish the Contract and its schedules and appendices in its

entirety, including from time to time agreed changes to the Contract (save and except such matters as the Council is by Law able to exclude as being confidential, commercially sensitive, or otherwise not in the public interest to disclose), to the general public in whatever form the Council decides. The Service Provider shall render such assistance and cooperate with the Council to enable such publication, including, if the Council so requires, assisting the Council at no additional costs to the Council in the redaction of such contract documents prior to publication to eliminate material considered confidential, commercially sensitive, or otherwise not in the public interest to disclose.

20.4 Subject to clauses 22 (Data Protection) and 23 (Data Processor Obligations), on or before the Expiry Date the Service Provider shall ensure that all documents and / or computer records in its possession, custody or control which contain information relating to any of the Council's Representatives, Council Premises or Council customers including any documents in the possession, custody or control of any Sub-Contractor, are delivered up to the Council or securely destroyed.

21 FREEDOM OF INFORMATION

21.1 The Service Provider shall, at no additional cost to the Council, co-operate promptly with the Council's reasonable requests for assistance in complying with its disclosure obligations under the Information Laws, provided that where the Council receives a request for information relating to the Contract which the Council reasonably considers to be commercially sensitive and/or confidential, where reasonably practicable, the Council shall not disclose the same without first:

- 21.1.1 notifying the Service Provider in writing; and
- 21.1.2 allowing the Service Provider a reasonable opportunity (taking into account timescales set by Law) to make representations to the Council as to disclosure of such information.

21.2 Notwithstanding any other provision of the Contract, the Council shall have absolute discretion as to whether to apply or not to apply any exemptions under the Information Laws.

21.3 In no event shall the Service Provider respond directly to a request for information unless expressly authorised to do so by the Council.

22 DATA PROTECTION

22.1 Both parties shall, and the Service Provider shall procure that its Representatives shall, observe all their obligations under the Data Protection Legislation which arise in connection with the performance of the Contract.

22.2 The Service Provider shall, and shall procure that its Representatives shall, perform its obligations under the Contract in such a way as to ensure that it does not cause the Council to breach any of the Council's obligations under the Data Protection Legislation.

22.3 The Service Provider shall be liable for and shall indemnify (and keep indemnified) the Council against each and every action, proceeding, liability, cost, claim, loss, expense (including legal fees) incurred by the Council which arise from the Service Provider's breach of its obligations under the Data Protection Legislation, including without limitation those arising out of any third party demand, claim or action, or any breach of contract, negligence, fraud, wilful misconduct, breach of statutory duty or non-compliance with any part of the Data Protection Legislation by the Service Provider and/or its Representatives.

22.4 The parties agree that, where the Contract Particulars dis-apply clause 22 (Data Protection Obligations), the Service Provider shall enter into a separate data sharing agreement with the Council, on terms stipulated by the Council.

22.5 The provisions of this clause 21 shall apply during the continuance of the Contract and indefinitely after its expiry or termination.

23 DATA PROCESSOR OBLIGATIONS

23.1 With respect to the parties' rights and obligations under the Contract, to the extent that the Service Provider in delivering the Services to the Council acts as a Data Processor for the Council as Data Controller the following provisions of this clause 22 shall apply. A description of the Personal Data processed by the Service Provider and the processing activities undertaken by the Service Provider is set out in Schedule D (Data Processing Activities).

23.2 In respect of Personal Data, the Service Provider shall and shall procure that its Representatives shall:

- 23.2.1 solely process the Personal Data for the purposes of fulfilling its obligations under the Contract and in compliance with the Council's written instructions;
- 23.2.2 notify the Council immediately if any instructions of the Council relating to the processing of Personal Data are unlawful;
- 23.2.3 not transfer to or access any Personal Data from a country outside of the United Kingdom without the Council's prior written consent;
- 23.2.4 comply with the Council's instructions in relation to transfers of Personal Data to a country outside of the United Kingdom unless the Service Provider is required pursuant to applicable Laws to transfer Personal Data outside the United Kingdom, in which case the Service Provider shall inform the Council in writing of the relevant legal requirement before any such transfer occurs unless the relevant Law prohibits such notification on important grounds of public interest;
- 23.2.5 ensure the reliability of any Staff who have access to the Personal Data and ensure that all such Staff are subject to legally binding obligations of confidentiality in relation to the Personal Data;
- 23.2.6 ensure that none of the Service Provider's Staff publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Council;
- 23.2.7 not engage any Sub-Contractor to carry out any processing of Personal Data without the prior written consent of the Council provided that notwithstanding any such consent the Service Provider shall remain liable for compliance with all the requirements of the Contract including in relation to the processing of Personal Data;
- 23.2.8 ensure that obligations equivalent to the obligations set out in this clause 23 are included in all contracts between the Service Provider and permitted Sub-Contractors who will be processing Personal Data and who have been approved in accordance with clause 23.2.7;
- 23.2.9 take appropriate technical and organisational measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data taking into account the harm that might result from such unauthorised or unlawful processing, loss, destruction or damage and the nature of the Personal Data to be protected including without limitation, all such measures that may be required to ensure compliance with the Data Protection Legislation;
- 23.2.10 upon request provide a written description of the technical and organisational measures employed by the Service Provider pursuant to clause 23.2.9 (within the timescales required by the Council) and if the Council does not consider that such measures are adequate to enable compliance with the Data Protection Legislation, implement such additional measures as may be specified by the Council (acting reasonably) to ensure compliance;
- 23.2.11 taking into account the nature of the data processing activities undertaken by the Service Provider, provide, at no cost to the Council, all possible assistance and co-operation (including without limitation putting in place appropriate technical and organisational measures) to enable the Council to fulfil its obligations to respond to requests from individuals exercising their rights under the Data Protection Legislation, including (without limitation):
 - 23.2.11.1 notifying the Council within two (2) Working Days, of receiving any request from a Data Subject exercising their rights under the Data Protection Legislation;

- 23.2.11.2 complying with the Council's instructions in relation to complying with the Data Subject's rights under the Data Protection Legislation, which may include (without limitation) providing notices to Data Subjects in a format specified by the Council, rectifying inaccurate Personal Data, ceasing or restricting processing of Personal Data, providing access to Personal Data, permanently deleting or securely destroying Personal Data and providing copies of Personal Data in a format specified by the Council;
- 23.2.12 maintain a record of the Service Provider's processing activities in accordance with the requirements of the Data Protection Legislation;
- 23.2.13 assist the Council, at no cost to the Council, in ensuring compliance with the obligations set out in Articles 32 to 36 (inclusive) of the General Data Protection Regulation (or any equivalent legislation in the UK or any subsequent legislation) taking into account the nature of the data processing undertaken by the Service Provider and the information available to the Service Provider, including (without limitation):
 - 23.2.13.1 providing information and assistance upon request to enable the Council to notify Data Security Breaches to the Supervisory Authority and/or to affected individuals and/or to any other regulators to whom the Council is required to notify any Data Security Breaches; and
 - 23.2.13.2 providing input into and carrying out Data Protection Impact Assessments in relation to the Service Provider's data processing activities;
- 23.2.14 ensure that it has in place appropriate technical and organisational measures to ensure that processing of Personal Data carried out by the Service Provider in connection with the Contract meets the requirements of the Data Protection Legislation and ensures protection of the rights of individuals under the Data Protection Legislation;
- 23.2.15 notify the Council immediately and in any event within twenty four (24) hours in writing if:
 - 23.2.15.1 the Service Provider or any Sub-Contractor engaged by or on behalf of the Service Provider suffers a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data; or
 - 23.2.15.2 the Service Provider or any Sub-Contractor engaged by or on behalf of the Service Provider receives any Data Security Breach notification, complaint, notice or communication which relates directly or indirectly to the processing of the Personal Data or to either party's compliance with the Data Protection Legislation,
 and in each case the Service Provider shall provide full co-operation, information and assistance to the Council in relation to any such Data Security Breach, complaint, notice or communication at no cost to the Council;
- 23.2.16 upon termination of the Contract, at the discretion of and at no cost to the Council, delete securely or return all Personal Data to the Council and delete all existing copies of the Personal Data unless and to the extent that the Service Provider is required to retain copies of the Personal Data in accordance with applicable Laws in which case the Service Provider shall notify the Council in writing of the applicable Laws which require the Personal Data to be retained. In the event the Personal Data is deleted or destroyed by the Service Provider, the Service Provider shall provide the Council with a certificate of destruction evidencing that the Personal Data has been destroyed or deleted.
- 23.2.17 make available to the Council at no cost to the Council all information necessary to demonstrate compliance with the obligations set out in this clause 23 and, upon request, allow the Council, the Supervisory Authority and its Representatives access to the Service Provider's Premises, records and Personnel for the purposes of assessing the Service Provider's compliance with its obligations under this clause 23; and

23.2.18 indemnify the Council from and against all costs, expenses (including legal and other professional fees and expenses), losses, damages and other liabilities or whatever nature (whether contractual, tortious or otherwise) suffered or incurred by the Council and arising out of or in connection with any breach by the Service Provider or any Sub-Contractors of this clause 23, including (for the avoidance of doubt) any fines imposed by the Supervisory Authority on the Council in relation to a Data Security Breach, where such breach is caused wholly or in part by the Service Provider.

23.3 The provisions of this clause 23 shall apply during the continuance of the Contract and indefinitely after its expiry or termination.

24 INTELLECTUAL PROPERTY RIGHTS

24.1 Save as expressly granted under the Contract, neither the Council nor the Service Provider shall acquire any right title or interest in any Intellectual Property Rights vested in or licensed to the other party prior to or independently of the performance by the relevant party of its obligations under the Contract.

24.2 The Service Provider agrees that the Intellectual Property Rights under its reasonable control in any and all documents, drawings, designs, databases, data or other material in any format created by the Service Provider in the course of and for the purpose of providing the Services on behalf of the Council shall be assigned to the Council. The Service Provider shall execute or cause to be executed all deeds, documents and acts required to vest such Intellectual Property Rights in the Council.

24.3 The Service Provider 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 resulted directly from the Council's failure properly to observe its obligations under this clause 24.3.

SECTION 8 – PERSONNEL

25 PERSONNEL

25.1 The Service Provider shall ensure that all individuals employed or engaged in connection with the Services are of suitable character and are appropriately qualified, trained and experienced in the area of work which they are to perform.

25.2 The Service Provider shall ensure that there are at all times an adequate number of individuals employed or engaged to provide the Services in accordance with the Contract.

26 EQUAL OPPORTUNITIES AND HUMAN RIGHTS

26.1 In the performance of the Services and in its dealings with Council employees, customers and members of the general public, the Service Provider shall, as if it were a public body, comply and shall ensure that its Representatives comply with:

- 26.1.1 the Human Rights Act 1998
- 26.1.2 all Laws relating to equal opportunities and shall have an equal opportunities policy; and
- 26.1.3 the Council's equal opportunities policies and procedures as may be adopted and amended from time to time and as notified to the Service Provider.

27 EMPLOYMENT EXIT PROVISIONS

27.1 Where a Subsequent Transfer constitutes a Relevant Transfer then the Council or New Service Provider will inherit liabilities in respect of the Relevant Employees with effect from the relevant Service Transfer Date.

27.2 The Service Provider shall and shall procure that any Sub-Contractor shall:

- 27.2.1 on request from the Council on a date not more than six (6) months immediately preceding the expiry of the Contract and/or any review date; and/or
- 27.2.2 on receiving notice of termination of the Contract (on whatever grounds and in whatever circumstances) or otherwise; and/or
- 27.2.3 at such times as required by TUPE,

27.3 provide promptly (and in any event within fourteen (14) days of request) and at no cost to the Council, in respect of any person engaged or employed by the Service Provider or any Sub-Contractor in the provision of the Services, the Service Provider's Provisional Staff List and the Staffing Information together with any additional information required by the Council (notwithstanding this may be beyond the information required to be provided under TUPE), including information as to the application of TUPE to the employees. The Service Provider shall notify the Council, within fourteen (14) days of the event (and in any event before the Service Transfer Date), of any material changes to the information supplied, discovery of further relevant information or on receipt of a request for or clarification or amplification by the Council.

27.4 At least twenty eight (28) days prior to the Service Transfer Date, the Service Provider shall and shall procure that any Sub-Contractor shall prepare and provide to the Council and/or, at the direction of the Council, to the New Service Provider, the Service Provider's Final Staff List, which shall be complete and accurate in all material respects. The Service Provider's Final Staff List shall identify which of the Service Provider's and Sub-Contractor's personnel named are Relevant Employees.

27.5 The Council shall be permitted to use and disclose the Service Provider's Provisional Staff List, the Service Provider's Final Staff List and the Staffing Information for informing any tenderer or other prospective New Service Provider for any services that are substantially the same type of services as (or any part of) the Services.

27.6 The Service Provider warrants to the Council and any New Service Provider that the Service Provider's Provisional Staff List, the Service Provider's Final Staff List, the Employee Liability Information and the Staffing Information (the "**TUPE Information**") will be true and accurate in all material respects and that no persons are employed or engaged in the provision of the Services other than those included on the Service Provider's Final Staff List.

27.7 The Service Provider shall and shall procure that any Sub-Contractor shall ensure at all times that it has the right to provide the TUPE Information under Data Protection Legislation.

27.8 The Council regards compliance with this paragraph 26 as fundamental to the Contract. In particular, failure to comply with paragraphs 26.2 and 26.3 in respect of the provision of accurate information about the Relevant Employees shall entitle the Council to suspend payment of the Contract Price until such information is provided. The maximum sum that may be retained under this paragraph 2.7 shall not exceed to an amount equivalent to the Contract Price that would be payable in the three (3) month period following the Service Provider's failure to comply with paragraphs 26.2 or 26.3, as the case may be.

27.9 Any change to the TUPE Information which would increase the total employment costs of the staff in the six (6 months prior to termination of the Contract shall not (so far as reasonably practicable) take place without the Council's prior written consent, unless such changes are required by law. The Service Provider shall and shall procure that any Sub-Contractor shall supply to the Council full particulars of such proposed changes and the Council shall be afforded reasonable time to consider them.

27.10 In the six (6) months prior to expiry or termination of the Contract or from the date of service of a termination notice of the Contract, the Service Provider shall not and shall procure that any Sub-Contractor shall not materially increase or decrease the total number of staff listed on the Service Provider's Provisional Staff List, their remuneration, or make any other change in the terms and conditions of those employees or transfer or remove from the performance of the services any supervisory or managerial personnel without the Council's prior written consent (such consent not to be unreasonably withheld or delayed).

27.11 The Service Provider shall indemnify and keep indemnified in full the Council and each and

every New Service Provider against all Employment Liabilities arising from or connected with:

- 27.11.1 any person who is or has been employed or engaged by the Service Provider or any Sub-Contractor in connection with the provision of any of the Services; or
- 27.11.2 any trade union or staff association or employee representative (where such claim arises as a result of any act, fault or omission of the Service Provider and/or any Sub-Contractor),
- 27.11.3 any failure by the Service Provider and/or any Sub-Contractor to comply with any legal obligation, whether under regulation 13 or 14 of TUPE or any award of compensation under regulation 15 of TUPE, under the Acquired Rights Directive or otherwise and, whether any such claim arises or has its origin before or after the Service Transfer Date.
- 27.11.4 any failure by the Service Provider or any Sub-Contractor to supply or delay in supplying the Staffing Information, the Service Provider's Provisional Staff List, the Service Provider's Final Staff List and the Employee Liability Information and any other information herein required (or inaccuracy or incompleteness of the same) or to inform and consult in accordance with TUPE;
- 27.11.5 any failure on the part of the Service Provider or any Sub-Contractor to provide the Relevant Employees with any benefit of any nature including Appropriate Pension Provision or failure to make all due payments to the Relevant Employees or Pension Fund;
- 27.11.6 any failure or omission of any legal or statutory obligation on the Service Provider;
- 27.11.7 any claim by any Relevant Employee arising out of any personal injury or injury at work of whatever nature prior to the termination of the Contract; and
- 27.11.8 any other obligations of or arising under the Contract,

whether any such claim arises on or after the Service Transfer Date if it has its origins before such date.

- 27.12 The parties shall co-operate to ensure that any requirement to inform and consult with the employees and or employee representatives in relation to any Relevant Transfer as a consequence of a Subsequent Transfer will be fulfilled.
- 27.13 The parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to paragraphs 26.2 to 26.11, to the extent necessary to ensure that any New Service Provider shall have the right to enforce the obligations owed to, and indemnities given to, the New Service Provider by the Service Provider or the Council in its own right under section 1(1) of the Contracts (Rights of Third Parties) Act 1999.
- 27.14 Despite paragraph 26.12, it is expressly agreed that the parties may by agreement rescind or vary any terms of the Contract without the consent of any other person who has the right to enforce its terms or the term in question despite that such rescission or variation may extinguish or alter that person's entitlement under that right.

SECTION 9 – DISPUTE RESOLUTION

28 REFERRAL TO OFFICERS AND SENIOR REPRESENTATIVES

- 28.1 If any dispute arises out of or in connection with the Contract, the parties shall promptly notify each other of the matter in dispute ("Dispute"), which shall in the first instance be referred to the Council and the Service Provider's Manager who shall use all reasonable skill, care and diligence to ensure that they receive the views of all parties and consider all solutions proposed with the objective of resolving the dispute and achieving an agreed solution.
- 28.2 Where the Council and the Service Provider's Manager do not achieve within fourteen (14) days of notification of a Dispute a solution acceptable to all parties involved, and provided no right of termination has been exercised, then senior representatives of both parties shall meet promptly, and in any event within twenty one (21) days of notification of the Dispute, in good faith to discuss and seek to resolve the Dispute.

28.3 The Service Provider agrees that the provision of the Services shall not be affected or suspended in the event of and during any Dispute.

29 MEDIATION

29.1 In the event that the Dispute cannot be resolved by negotiation or conciliation under clauses 28.1 and 28.2 within two (2) Months, or such other period as may be determined by the Council at its absolute discretion, both parties shall attempt to settle it by Mediation.

29.2 If the parties fail to resolve the Dispute by mediation within two (2) Months of the Mediator being appointed, or such longer period as may be agreed between the parties, then any dispute or difference between them may be referred to the courts pursuant to clause 32.23 (Governing Law and Jurisdiction).

SECTION 10 – TERMINATION

30 EXPIRY & TERMINATION

30.1 The Contract shall expire automatically on the Expiry Date unless it shall have been terminated earlier in accordance with its terms. For the avoidance of doubt the Service Provider shall not be entitled to any compensation on such expiry.

30.2 The Council may terminate the Contract by giving notice in writing to the Service Provider, such notice to expire at any time. The amount of notice required is as set out in the Contract Particulars. For the avoidance of doubt the Service Provider shall not be entitled to any compensation on such expiry.

30.3 The Council may terminate the Contract with immediate effect by notice in writing to the Service Provider on or at any time if the Service Provider:

30.3.1 becomes Insolvent;

30.3.2 commits a breach of any of its obligations under the Contract which: (1) materially and adversely affects the performance of the Services; (2) may or will cause a health and safety risk or (3) results in damage to the reputation of the Council provided that if such breach is in the reasonable opinion of the Council capable of remedy, the Council may only terminate the Contract under this clause 30.3.2 if the Service Provider has failed to remedy such breach within thirty (30) days (or such shorter timescale as the Council specifies and is reasonable in the circumstances) after receipt of written notice from the Council to remedy the breach;

30.3.3 commits a Persistent Default;

30.3.4 commits a Prohibited Act;

30.3.5 fails to achieve any KPI for two (2) consecutive Measurement Periods;

30.3.6 fails to provide the Services during a continuous period of seven (7) days or for a total period of ten (10) days in any three (3) Month period during the Contract Period other than as a result of a Force Majeure Event; or

30.3.7 fails to obtain or loses any Necessary Consent or has any Necessary Consent varied or restricted the effect of which might reasonably be considered by the Council to have a material adverse affect in the performance of the Services.

30.3.8 makes an assignment or novation of this Contract in breach of clause 32.12 (Assignment or Novation) or sub contracts the Services or any part of the Services in breach of clause 32.13 (Sub-Contracting);

30.3.9 breaches any of its obligations under clause 17 (Insurance);

30.3.10 undergoes a change of control within the meaning of section 1124 of the Corporation Tax Act 2010 to which the Council reasonably objects.

30.4 If a Force Majeure Event prevents either party from performing its obligations under the Contract in any material respect for such period as is set out in the Contract Particulars then, provided the notification requirements set out in clause 32.18 (Force Majeure) have been met,

without prejudice to any accrued rights or remedies under the Contract, either party may terminate the Contract by notice in writing to the other party having immediate effect.

30.5 The Council may terminate the Contract, in whole or in part, by giving such period of notice as the Council reasonably considers is necessary in the circumstances, in writing, to the Service Provider if it reasonably believes that any of the circumstances set out in section 78(2) of the Procurement Act 2023 apply, such notice to expire at any time. For the avoidance of doubt the Service Provider shall not be entitled to any compensation on such termination.

31 EFFECT OF TERMINATION OR EXPIRY & DUTY TO CO-OPERATE

31.1 Where the Contract is terminated the Council shall not be required to make further payments under the Contract until the costs, loss and/or damage due under the Contract have been calculated and when such payment become due the Council shall be entitled to withhold from such payments the costs, loss and/or damages due to it under the Contract; and

31.2 The Service Provider shall co-operate fully with the transfer of responsibility for the Services (or any of the Services) to any New Service Provider undertaking such services, the same or similar to the Services.

SECTION 11 – GENERAL

32 NOTICES

32.1 Subject to clause 32.3 below, all notices and other communications in relation to this Contract shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed, or mailed (first class postage prepaid or recorded delivery) to the address of the relevant party, as notified in writing upon signing of this Contract, or as notified by a party from time to time.

32.2 If personally delivered or if e-mailed, all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any working day they shall be deemed received on the next working day) and if mailed all such communications shall be deemed to have been given and received on the second working day following such mailing.

32.3 Termination notices, meaning a notice to enforce the terms of Section 10 – Termination, may not be served by email, and therefore must be served personally, by first class mail, or by recorded delivery mail.

32.4 All notices must be served on the persons set out below, as may be amended from time to time by the parties in writing, email being an acceptable format, to be considered validly served:

Notices for service onto the Council shall be sent to:

Name, Job Title	Address	Email
Helen Cocker, Operations Manager	Surrey Countryside Partnerships, 2 West Park Farmhouse, Horton Country Park, Horton Lane, Epsom, KT19 8PL	helen.cocker@surreycc.gov.uk

Notices for service onto the Service Provider shall be sent to:

Name, Job Title	Address	Email
Phill Hughes	Lister Wilder, Farm White House Ln, Spencers Wood, Reading RG7 1HR	Phill.hughes@Lister Wilder Ltd

32.5 If the Service Provider or anyone acting on its behalf or to its knowledge (whether such person is a Service Provider Representative or a Council Representative) commits any Prohibited Act

in relation to the Contract or any other agreement with the Council or in relation to any matter or activity pertaining to any public body in the United Kingdom, the Service Provider shall promptly inform the Council of the occurrence of such Prohibited Act and render all such assistance to the Council as the Council may reasonably require in investigating such acts.

32.6 The Service Provider acknowledges that the Council has a duty under the Counter Terrorism and Security Act 2015 ("CTSA 2015") to have due regard to the requirement to prevent people from being drawn into terrorism. The Service Provider shall, and shall procure that its Representatives shall, give all reasonable assistance and support to the Council in meeting its duty as a specified authority pursuant to the CTSA 2015 (and all regulations made thereunder) and the Service Provider shall have regard to the statutory guidance issued under section 29 of the CTSA 2015.

32.7 In performing its obligations under the Contract, the Service Provider shall:

- 32.7.1 comply with all applicable labour, employment, anti-slavery and human trafficking laws, statutes, regulations from time to time in force including but not limited to the Modern Slavery Act 2015;
- 32.7.2 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK;
- 32.7.3 include in contracts with its direct subcontractors and suppliers provisions which are at least as onerous as those set out in this Clause 32.7; and
- 32.7.4 notify the Council as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Contract.

32.8 Subject to clause 27 (Employment Exit Provisions), it is agreed for the purposes of the Contracts (Rights of Third Parties) Act 1999 that the Contract is not intended to, and does not, give to any person who is not a party to the Contract any rights to enforce any provisions contained in the Contract.

32.9 The provisions of the Contract are binding on any successors in title of the parties.

32.10 The Service Provider and its Sub-Contractors shall not be or be deemed to be an agent of the Council and the Service Provider and its Sub-Contractors shall not hold itself out as having authority or power to bind the Council in any way, other than expressly conferred by the Contract.

32.11 Nothing in the Contract shall be construed as creating a partnership within the meaning of the Partnership Act 1890, or as a contract of employment between the Service Provider and the Council.

32.12 The Service Provider shall not assign, novate or otherwise dispose of any of its rights or benefits under the Contract other than with the prior written consent of the Council, which consent the Council may in its absolute discretion refuse and/or grant on terms.

32.13 The Service Provider shall not be entitled to sub-contract, sub licence or otherwise dispose of the provision of the Services or any part thereof without the prior written consent of the Council.

32.14 In the event that the Service Provider enters into any Sub-contract in connection with the Contract it shall:

- 32.14.1 remain responsible to the Council for the performance of its obligations under the Contract notwithstanding the appointment of any Sub-Contractor and be responsible for the acts omissions and neglects of its Sub-Contractors;
- 32.14.2 impose obligations on its Sub-Contractor in the same terms as those imposed on it pursuant to the Contract and shall procure that the Sub-Contractor complies with such terms; and
- 32.14.3 provide a copy, at no charge to the Council, of any such sub-contract on receipt of a request for such by the Contract Manager.

32.15 No term or provision of the Contract shall be considered as waived by any party unless a waiver is given in writing by that party and specifically states that it is a waiver of such term or provision. No waiver shall be a waiver of a past or future Default or breach, nor shall it amend,

delete or add to the terms, clauses or provisions of the Contract unless (and then only to the extent) that it is expressly stated in that waiver.

- 32.16 The Council reserves all rights and remedies in relation to any past or future Default or breach of this Contract.
- 32.17 Each party shall use all reasonable endeavours to ensure that any formal public statements made by a party as to each other's activities or the performance of the Contract shall only be made after consultation with the other party, except as required otherwise by Law. Neither party shall make use of the other party's logo without their express permission.
- 32.18 A party who becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to any failure or delay in performing its obligations under the Contract shall forthwith notify the other and shall inform the other of the period for which it is estimated that such failure or delay will continue. The affected party shall take all reasonable steps to mitigate the effect of the Force Majeure Event.
- 32.19 This Contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate or original, but all the counterparts shall constitute the one agreement. Transmission of an executed counterpart of this Contract (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Contract. If the method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible.
- 32.20 If any provision of the Contract shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity shall not impair or affect any other provision all of which shall remain in full force and effect.
- 32.21 With the exception of any agreement required under clause 22.4, the Contract constitutes the entire agreement between the parties relating to the subject matter of the Contract. The Contract supersedes all prior negotiations, representations and undertakings, whether written or oral, save that this clause 32.21 shall not exclude liability in respect of any fraudulent misrepresentation.
- 32.22 Termination of the Contract for any reason shall not affect this clause 32.22 and the following clauses or sections, which shall continue in force after such termination: clause 1 (Definitions and interpretation), clause 11 (Service Provider's Records), section 6 (Warranties and Acknowledgements), clause 20 (Confidentiality and Transparency), clause 21 (Freedom of Information), clause 22 (Data Protection), 23 (Data Processor Obligations), clause 27 (TUPE), section 9 (Dispute Resolution), section 10 (Termination), clause **Error! Reference source not found.** (Notices), clause 32.12 (Assignment), clauses 32.13 and 32.14 (Sub-Contracting), clause 32.23 (Governing Law and Jurisdiction) and, where applicable, any provisions relating to disputed sums and set off set out in Schedule B (Payment Schedule).
- 32.23 If applicable to the Services under this Contract, the Service Provider shall ensure compliance with the Public Sector Bodies (Websites and Mobile Applications) (No.2) Accessibility Regulations 2018, as amended from time to time, throughout the Contract Period. If the Service Provider fails to comply with such Regulations, and this results in loss or liability by the Council, the Service Provider shall indemnify the Council for all reasonable losses.
- 32.24 The parties agree that the Contract shall be construed in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English Courts.

SCHEDULE A – SPECIFICATION AND KPIS

Specification of Requirement

INTRODUCTION

This specification is to define Surrey County Council's requirements for the purchase, delivery, commissioning, and support of a robotic remote-controlled mower for operational use on steep and uneven terrain.

Statement of Requirements

Overview – what it is that we require

Surrey County Council has undertaken a benchmarking exercise to assess a range of commercially available mowers against its operational needs, including slope capability and suitability for the Council's working environment. Following this assessment, the EcoTech H24 Lynx has been identified as the only model that meets all required performance and safety criteria.

This procurement is limited to the EcoTech H24 Lynx only. No alternative or equivalent models will be accepted. Suppliers must provide the EcoTech H24 Lynx and all associated services as set out in this specification.

This document outlines the mandatory technical requirements, training expectations, warranty provisions, delivery arrangements, and all additional services that the successful supplier must provide. All requirements within this specification are mandatory, and failure to meet any of them will result in the bid being deemed non-compliant.

Criteria - the factors that are important to us in this assignment

Scope of Requirements

The Supplier shall provide the EcoTech H24 Lynx remote-controlled heavy-duty rotary mower and all associated services required for its safe, effective, and timely deployment. All requirements in this section are mandatory.

Supply of Equipment

The Supplier must provide:

- The EcoTech H24 Lynx remote-controlled heavy-duty rotary mower (no alternatives accepted).
- Standard manufacturer tracks plus Heavy Duty Tag Ex tracks.
- All standard components, accessories, and safety systems supplied with the EcoTech H24 Lynx.
- Full operator, maintenance, and safety manuals.

Warranty Requirements

The Supplier must provide:

- 1-year commercial machine warranty (full machine).
- 3-year engine warranty.
- Warranty must cover both parts and labour unless otherwise stated.

Delivery Requirements

The Supplier must:

- Deliver the EcoTech H24 Lynx within 7 days of order.
- Ensure the machine arrives fully assembled, inspected, and ready for commissioning.

Commissioning and Handover

The Supplier must:

- Carry out full commissioning of the mower on-site.
- Conduct initial operational checks and confirm the machine is safe and functional.
- Provide a basic demonstration during handover.

Training Requirements

The Supplier must:

- Deliver structured on-site training for four (4) members of staff.
- Training must be delivered within 4 weeks of delivery of the mower.
- Training shall cover:
 - Safe operation of the remote-controlled mower
 - Slope handling and terrain management

- General maintenance and basic servicing

Technical Support & Servicing

The Supplier must provide:

- Ongoing technical support, with responses to queries within 48 hours.
- A service/repair process whereby:
 - The machine is taken in for service or repair within 7-10 days of the Authority reporting a minor fault.
 - If repairs are needed on a working site and machine has broken down, then we expect a response and action for repair within 24 hours of a working day. Sites include multiple areas across the North Downs, ranging from Farnham to Kent and including Surrey, Greater London borders of Kingston, Sutton and Croydon.
 - Clear communication is maintained during repair.

Finance and Contract management

On award of contract payments will be set out into 2 payments

- First payment will be made for purchase the EcoTech H24 Lynx
- Final payment will be made once Delivery, Training and technical support has been delivered.

Performance Monitoring – how we will measure satisfactory performance

The following measures will be used to assess supplier performance:

- *Delivery of the EcoTech H24 Lynx within the agreed 7 day timescale.*
- *Training delivered within the required timeframe.*
- *Technical support responses within 48 hours.*
- *Repairs/servicing intake within 7-10 days of fault report.*

SCHEDULE B – PAYMENT SCHEDULE

The Contract Price is a fixed lump sum inclusive of the supply of the EcoTech H24 Lynx remote-controlled heavy-duty rotary mower, Heavy Duty Tag Ex tracks, delivery, commissioning, training, and technical support. No additional charges shall apply.

Completion of delivery, commissioning, training, and technical support obligations is not conditional upon further payment and remains a contractual requirement regardless of the payment value attributed to each stage.

PRICE SCHEDULE SUMMARY	Total from Price Schedule	Number Required for Contract (Including optional extensions)		Total Contract Price
		1 = One Off Costs	4 = Contract Length (Apply to Annual Costs)	
Eco Tech Lynx Rotary Banks Mower	£31,347.00	1	£31,347.00	
1-year commercial machine warranty	£0.00	1	£0.00	
3-year engine warranty	£0.00	1	£0.00	
Heavy Duty Tag Ex tracks	£1,286.00	1	£1,286.00	
Delivery within 7 days of order.				
Ongoing technical support with responses within 48 hours	£0.00	1	£0.00	
Training for four members of staff to be delivered within 4 weeks of delivery of mower	£0.00	1	£0.00	
Machine taken in for service or repairs, including within 7-10 days of receiving reports of any minor faults.	£0.00	1	£0.00	
If repairs are needed on site and machine has broken down, then we expect a response and action for repair within 24 hours of a working day. Sites include multiple areas across the North Downs, ranging from Farnham to Kent and including Surrey, Greater London borders of Kingston, Sutton and Croydon.	£0.00			£0.00
Total Contract Cost (for Tender Evaluation)				£32,633.00
*EXCLUDING VAT				
** IF REQUIREMENTS ARE INCLUDED PLEASE LEAVE AS £0.00				

SCHEDULE C – SERVICE PROVIDER QUOTE / TENDER / PROPOSAL AND CLARIFICATIONS

PART 1 – SERVICE PROVIDER QUOTE/TENDER/PROPOSAL - NOT USED

PART 2 – CLARIFICATIONS

Clarification Question Number	Date	Tender Clarification Question from the Council (CQ)	Tender Response from the Tenderer (TR)
CQ1	09/01/2026	<p>Following contract award, we are finalising the contract documentation and would like to confirm the payment milestones for clarity.</p> <p>Please confirm that the Contract Price of £32,633.00 covers the supply of the <u>EcoTech</u> H24 Lynx mower and <u>Heavy Duty</u> Tag Ex tracks, and that delivery, commissioning, training, and technical support are included within the Contract Price at no additional cost.</p> <p>The agreed payment milestones are as follows:</p> <p>Stage 1: Advance payment of the full Contract Price upon contract signature</p> <p>Stage 2: £0.00 upon completion of training and confirmation of technical support arrangements</p> <p>All contractual obligations in respect of delivery, commissioning, training, timescales, warranty, and technical support will remain fully enforceable.</p> <p>Please confirm your agreement.</p>	<u>Yes</u> I confirm our agreement.

PART 3 – SOCIAL VALUE – NOT USED

1.1. The definitions and rules of interpretation in this clause apply in this Contract:

“Social Value Requirements” means the commitment to improving the economic, social and environmental well-being of the local area and to supporting employment and skills made by the Service Provider in the Service Provider’s Tender;

“Social Value Schedule” means the Council’s Social Value Measurement Charter available at [INSERT LINK];

- 1.2. During the Contract Period the Service Provider shall deliver the Social Value Requirements in line with the Council’s commitments to improving the social, economic and environmental wellbeing of the local area, as detailed in the ITT/RFQ.
- 1.3. Prior to the Commencement Date, the Council shall determine in consultation with the Service Provider a Key Performance Indicator applicable to the Social Value Requirements during the Contract Period (“the **Social Value KPI**”). For the avoidance of doubt, all references in this Contract to KPI’s shall include the Social Value KPI.
- 1.4. The Council shall be entitled at its absolute discretion to share any monitoring information relating to the Social Value KPI and details of the Service Provider’s compliance with this Schedule H (Social Value) and delivery of the Social Value Requirements with any other Contracting Authority including without limitation by sharing such information to any local, regional and / or national database for the purposes of monitoring social value delivery.
- 1.5. The parties may, by written agreement, vary the measures adopted by the Service Provider to deliver the Social Value Requirements provided that such replacement measures are of equivalent or greater value calculated by reference to the Social Value Schedule.
- 1.6. For the avoidance of doubt, any and all costs relating to compliance with and implementation of the Social Value Requirements by the Service Provider during the Contract Period must not be included in the calculation of the Contract Price.
- 1.7. [If the Service Provider has committed to uploading their Social Value Requirements included in the Social Value Schedule to CrowdFund East Sussex, they must do so within three (3) months of the Commencement Date.
- 1.8. Where some or all of the Social Value Requirements relate to employment and skills, the parties shall agree the implementation of the employment and skills element(s) of the Social Value Requirements at the meetings held pursuant to clause 7.1.

SCHEDULE D - DATA PROCESSING ACTIVITIES – NOT USED

Categories of Data	Please tick all relevant boxes and add more detail if required:	
Personal Data		
	Name	<input type="checkbox"/>
	identification number	<input type="checkbox"/>
	location data	<input type="checkbox"/>
	online identifier (email/IP address)	<input type="checkbox"/>
Other (please insert details):		

	Special Categories of Personal Data	
	race	<input type="checkbox"/>
	ethnic origin	<input type="checkbox"/>
	political opinions	<input type="checkbox"/>
	religion	<input type="checkbox"/>
	trade union membership	<input type="checkbox"/>
	genetics	<input type="checkbox"/>
	biometrics (where used for ID purposes)	<input type="checkbox"/>
	health	<input type="checkbox"/>
	sex life	<input type="checkbox"/>
	sexual orientation	<input type="checkbox"/>
	Criminal Offence Data	
	allegations	<input type="checkbox"/>
	proceedings	<input type="checkbox"/>
	convictions	<input type="checkbox"/>
Categories of Data Subjects	Please tick all relevant boxes:	
	Council service users/customers	<input type="checkbox"/>
	Council service user/customer next of kin	<input type="checkbox"/>
	Council employees	<input type="checkbox"/>
	Council employees next of kin	<input type="checkbox"/>
	Other (please insert details):	
Processing Operations	Please tick all relevant boxes:	
	Using data provided by the Council(s)	<input type="checkbox"/>
	Collecting new data from Data Subjects	<input type="checkbox"/>
	Transforming data by adding new data collected from service users/customers to data provided by the Council	<input type="checkbox"/>
	Sharing data with anyone other than the Council	<input type="checkbox"/>
	Erasure or destruction of personal data	<input type="checkbox"/>
	Other (please insert details):	

Location of Processing Operations	Please tick one box only:	
	UK	<input type="checkbox"/>
	EEA ² (European Economic Area)	<input type="checkbox"/>
	Outside EEA (European Economic Area)	<input type="checkbox"/>
	If outside the EEA please provide details:	
Identity of sub-contractors	<p><i>Insert details of all permitted sub-contractors, including full legal name, registered address and location where processing of Personal Data will occur and a description of the processing operations undertaken by each sub-contractor. Please note that you are not permitted to engage any sub-contractors to process this data without prior written Council approval.</i></p>	
Purposes	<p>For the purpose of performing the Contract.</p> <p><i>If you're using the data for a reason other than the purpose of delivering the contract, please amend this section accordingly and provide details here.</i></p>	
Duration	<p>Until the expiry or termination date of the Contract.</p> <p><i>If the length of time for which data processing activities will be carried out will go beyond the expiry date of the Contract, please amend this section accordingly and detail how long these activities will go on for.</i></p>	

² Details of countries in the EEA are available at the following website: www.gov.uk/eu-eea

SCHEDULE E – SAFEGUARDING AND REGULATED ACTIVITIES - NOT USED

1.1 The definitions and rules of interpretation in this paragraph apply in this Contract:

“Regulated Activity”	has the meaning contained in the Safeguarding Vulnerable Groups Act 2006, as amended;
“Relevant Conviction”	means a Conviction that is relevant to the nature of the Services to be provided;
“Vulnerable Adult”	means any adult to whom an activity which is a Regulated Activity relating to vulnerable adults by virtue of any paragraph of paragraph 7(1) of Schedule 4 of the Safeguarding Vulnerable groups Act 2006 is provided;

PERSONNEL

1.2 The Service Provider shall not employ, engage or use the service of any person who:

- 1.2.1 is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out any Regulated Activity or who may otherwise present a risk to children or Vulnerable Adults or any other person, in the provision of any part of the Services involving a Regulated Activity or access to or unsupervised contact with children or Vulnerable Adults without the Council's prior and express written consent; or
- 1.2.2 discloses that he or she has a Relevant Conviction, or who is found by the Service Provider to have any Relevant Convictions (whether as a result of a police check or through the Disclosure and Barring Service (or any successor body) procedures or otherwise), in the provision of any part of the Services involving access to or processing of financial data, or access to or processing of sensitive personal data without the Council's prior and express written consent.

1.3 The Service Provider shall (and shall procure that the relevant Sub-Contractor shall):

- 1.3.1 ensure that all Staff who, in providing the Services, will be engaged in the provision of Regulated Activity are subject to a valid enhanced disclosure check undertaken through the Disclosure and Barring Service (or any successor body) including a check against the adults' barred list or the children's barred list, as appropriate; and
- 1.3.2 monitor the level, frequency and validity of the checks required under this clause 29.9 for each member of Staff

1.4 The Service 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 Service Provider in the provision of the Services:

- 1.4.1 has a Relevant Conviction; or
- 1.4.2 is barred from carrying out Regulated Activity.

1.5 The Service Provider shall immediately notify the Council of any information that it reasonably requests to enable it to be satisfied that the obligations of this clause 29 have been met.

1.6 The Service Provider shall refer information about any person carrying out the Services to the Disclosure and Barring Service (or any successor body) 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 children or Vulnerable Adults.

SAFEGUARDING

1.7 The Service Provider is a Regulated Activity Provider with ultimate responsibility for the management and control of a Regulated Activity provided under this Contract and for the purposes of the Safeguarding Vulnerable Groups Act 2006.

1.8 The Service Provider must have systems and procedures in place to safeguard adults, children and young people from abuse, exploitation and neglect.

1.9 The Service Provider shall have internal procedures in place, and ensure its Staff are appropriately trained to respond effectively, efficiently and professionally to [child [and] adult] safeguarding concerns relating to all persons to whom they provide the Services.

1.10 The Service Provider shall co-operate with representatives of the Council in any investigation carried out in relation to the Council's statutory duties including in respect of safeguarding vulnerable adults and children.

1.11 the Surrey Safeguarding Adults Multi Agency Procedures, Information and Guidance produced by the Safeguarding Adults Boards of Surrey County Council updated in June 2018 and the Surrey Safeguarding Children Board Procedures Manual (and any future amended versions of this policy). A copy of these documents, or details on where these documents can be accessed, shall be held by managers in all local offices and the Service Provider must ensure that all Staff are appropriately trained on, and are aware of and follow the policy and procedures, including their responsibility to report concerns to the Council's [Adults and/or Children's Services] department.

1.12 The Service Provider shall adopt Safeguarding Policies and Procedures and such policies and procedures shall comply with the local Multi Agency Policies and Procedures referred to in clause 1.11, as amended from time to time. Both parties shall work together to ensure that such Safeguarding Policies and Procedures are kept under regular review and

updated during the Contract Period to the satisfaction of the Council. The Service Provider shall provide evidence to the Council that it is addressing any safeguarding concerns by no later than five (5) Working Days following a written request of the Council.

1.13 Without prejudice to Section 10 (Termination) of this Contract, the Council shall have the right to terminate provision of the Services in accordance with clause 30 (Termination) in the event of an investigation as to the protection, safety or welfare of any person using the Services by the Council and / or any other Regulatory Body in respect of the Services.

EcoTech H24 Lynx Robot Mower - Final Contract

Final Audit Report

2026-01-19

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