

DATED: 29/01/2026

**Contract Reference Number: CTRR1004357**

**Contract Title: High Street Growth and Innovation**

**CONTRACT PARTICULARS**

Referred to as a "party" and together "the parties".	<b>Council</b>	Surrey County Council
	<b>Council Address</b>	Woodhatch Place, 11 Cockshot Hill, Reigate, RH2 8EF
	<b>Service Provider</b>	Smarter Society Ltd
	<b>Service Provider Company Number and Registered Address</b>	Monomark House 27 Old Gloucester Street London London WC1N 3AX UNITED KINGDOM  09874339
<b>Commencement Date</b>		26 <sup>th</sup> January 2025
<b>Initial Period</b>		4 Months
<b>Extension Period</b>		N/A
<b>Specification</b>		<b>as set out in the specification at Schedule A [attached].</b>
<b>Council's Address for Notice</b>		Name: Daniel Callaghan Position: Business Improvement Officer Address: Woodhatch Place, Cockshot Hill, Reigate, RH2 8EF
<b>Contract Price</b>		<b>As set out in the Payment Schedule at Schedule B</b>
<b>Payment Frequency</b>		<b>other in arrears</b>
<b>Invoicing Procedure</b>		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.
<b>Professional Indemnity Insurance</b>		N/A
<b>Period of Notice for Termination</b>		One (1) Month
<b>Termination Period of Force Majeure</b>		Three (3) months

<b>Contract Manager:</b>	<b>Name:</b> <b>Job Title</b> <b>Address:</b> <b>Telephone:</b> <b>Email:</b>	Daniel Callaghan Business Improvement Officer Woodhatch Place, Cockshot Hill, Reigate, RH2 8EF n/a daniel.callaghan@surreycc.gov.uk
<b>Service Provider's Manager:</b>	<b>Name:</b> <b>Job Title</b> <b>Address:</b> <b>Telephone:</b> <b>Email:</b>	Geoff Baxter Director Qwest, 1100 Great West Road, Brentford, TW8 0QE 07880507777 geoff@smartersociety.org
<b>Clause 22 (Data Processor Obligations)</b>	Does not apply	
<b>A Persistent Default will occur where:</b>	(a) Multiple Defaults of the same nature occur three (3) or more times within a rolling three (3) Month period; (b) A single Default continues for a period of three (3) or more Months; or (c) a series of seven (7) or more Defaults of any nature occur over a rolling twelve (12) Month period,  provided that the Council has issued at least one (1) Default Notice or two (2) Remediation Notice in respect of the relevant Default(s).	

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**

*Dawn Redpath*

Dawn Redpath (Jan 30, 2026 08:16:58 GMT)

.....  
Authorised Signatory

For and on behalf of SMARTER SOCIETY LTD

*G C Baxter*

G C Baxter (Jan 29, 2026 15:01:39 GMT)

.....  
Name:

Position:

**STANDARD TERMS AND CONDITIONS FOR SERVICES**

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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 8.1;
“Default Notice”	means a notice issued by the Council in accordance with clauses 8;
“Dispute”	means as defined at clause 27.1;
“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"> <li>(a) the identity and age of the employee;</li> <li>(b) the employee's written statement of employment particulars (as required under section 1 of the Employment Rights Act 1996);</li> <li>(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;</li> <li>(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</li> <li>(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.</li> </ul>
“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: / <a href="https://www.surreycc.gov.uk/business/supplying-the-council/social-value-and-procurement/procurement-policy">https://www.surreycc.gov.uk/business/supplying-the-council/social-value-and-procurement/procurement-policy</a>
“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"> <li>(a) acts of God, natural flood, drought, exceptionally adverse weather</li> </ul>

	<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> <ol style="list-style-type: none"> <li>i. induce that person to perform improperly a relevant function or activity; or</li> <li>ii. reward that person for improper performance of a relevant function or activity;</li> </ol> <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> <ol style="list-style-type: none"> <li>i. under the Bribery Act;</li> <li>ii. under the Modern Slavery Act;</li> <li>iii. under legislation creating offences concerning fraudulent acts;</li> <li>iv. at common law concerning fraudulent acts relating to the Contract or any other contract with the Council; or</li> <li>v. defrauding, attempting to defraud or conspiring to defraud the Council; or</li> </ol> <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 8.2;
“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 16.1;
“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 14.1;
“Service Provider’s Assets”	as defined at clause 13.1;
“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 or 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

The parties agree that the provisions of Part 3 of Schedule C (Social Value) will apply during the Contract Period.

### PERFORMANCE MONITORING

- 8.1 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**”).
- 8.2 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:
- 8.2.1 specify the nature of the Default; and
  - 8.2.2 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.
- 8.3 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:
- 8.3.1 specifying the nature of the Default; and
  - 8.3.2 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).
- 8.4 If the Service Provider fails to remedy any Default specified in a Default Notice within the reasonable period specified, the Council may either:
- 8.4.1 issue a further Default Notice every twenty-four hours until the Council is satisfied that the Default concerned has been remedied; or
  - 8.4.2 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.
- 8.5 Without prejudice to clause 8.4, 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.

## 9 SERVICE COMPLAINTS

- 9.1 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.

## 10 SERVICE PROVIDER’S RECORDS

- 10.1 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.

## **11 FINANCIAL INFORMATION & AUDITS**

- 11.1 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:
- 11.1.1 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
  - 11.1.2 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**

### **12 HEALTH & SAFETY**

- 12.1 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**

### **13 ASSETS**

- 13.1 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**”).
- 13.2 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.

### **14 SERVICE PROVIDER PREMISES**

- 14.1 The Service Provider shall provide all premises and/or sites necessary to provide the Services (“**Service Provider Premises**”).

## **SECTION 6 – WARRANTIES AND ACKNOWLEDGEMENTS**

### **15 INDEMNITY**

- 15.1 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:
- 15.1.1 any claim by a third party for damage occurring as a result of the Service Provider’s performance of the Services;
  - 15.1.2 any breach of its obligations as set out in Section 9 (Personnel); or
  - 15.1.3 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.

## 16 INSURANCE

- 16.1 The Service Provider shall at its own cost take out and maintain the insurances listed at clause 16.2 (“**Required Insurances**”) and any other insurances required by Law with reputable insurers.
- 16.2 The Required Insurances referred to above are:
- 16.2.1 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;
  - 16.2.2 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
  - 16.2.3 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.
- 16.3 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.
- 16.4 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 16 are being met.

## 17 LIMITATION OF LIABILITY

- 17.1 Subject to clauses 15 (Indemnity), 17.3 and 17.4 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.
- 17.2 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.
- 17.3 Any clause limiting the Service Provider’s liability does not apply in relation to the commission of any Prohibited Act.
- 17.4 Notwithstanding any other provision of the Contract neither party limits or excludes its liability for:
- 17.4.1 fraud or fraudulent misrepresentation;
  - 17.4.2 death or personal injury caused by its negligence , or that of its employees, agents or Sub-Contractors;
  - 17.4.3 breach of any obligation as to title implied by statute; or
  - 17.4.4 any other act or omission, liability for which may not be limited under Law.
- 17.5 Subject to clause 17.4, the Service Provider’s total aggregate liability:
- 17.5.1 is unlimited in respect of:
    - 17.5.1.1 the indemnities in clauses 21 (Data Protection), 22 (Data Processor Obligations); clause 23.3 (Intellectual Property) and 26 (Employment Exit Provisions); or
    - 17.5.1.2 the Service Provider’s wilful default.
  - 17.5.2 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.

## **18 SERVICE PROVIDER WARRANTIES**

- 18.1 The Service Provider warrants and represents that:
- 18.1.1 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;
  - 18.1.2 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;
  - 18.1.3 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;
  - 18.1.4 any information obtained by the Service Provider during the Contract Period shall only be used for the purposes contemplated under the Contract;
  - 18.1.5 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.
- 18.2 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**

### **19 CONFIDENTIALITY AND TRANSPARENCY**

- 19.1 Subject to clause 19.2, 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.
- 19.2 Clause 19.1 shall not apply to any disclosure of information:
- 19.2.1 required by Law, provided that clause 20 (Freedom of Information) shall apply to any disclosures required under the Information Laws;
  - 19.2.2 that is reasonably required by persons engaged by a party in the performance of such party's obligations under the Contract;
  - 19.2.3 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 19.1;
  - 19.2.4 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;
  - 19.2.5 to enable a determination to be made under Section 9 (Dispute resolution);
  - 19.2.6 which is already lawfully in the possession of the receiving party prior to disclosure by the disclosing party;
  - 19.2.7 by the Council to any other department, office or agency of the Government; and
  - 19.2.8 by the Council relating to the Contract and in respect of which the Service Provider has given its prior written consent to disclosure.
- 19.3 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.

- 19.4 Subject to clauses 21 (Data Protection) and 22 (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.

## **20 FREEDOM OF INFORMATION**

- 20.1 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:

20.1.1 notifying the Service Provider in writing; and

20.1.2 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.

- 20.2 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.
- 20.3 In no event shall the Service Provider respond directly to a request for information unless expressly authorised to do so by the Council.

## **21 DATA PROTECTION**

- 21.1 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.
- 21.2 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.
- 21.3 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.
- 21.4 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.
- 21.5 The provisions of this clause 21 shall apply during the continuance of the Contract and indefinitely after its expiry or termination.

## **22 DATA PROCESSOR OBLIGATIONS**

- 22.1 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).
- 22.2 In respect of Personal Data, the Service Provider shall and shall procure that its Representatives shall:
- 22.2.1 solely process the Personal Data for the purposes of fulfilling its obligations under the Contract and in compliance with the Council's written instructions;
  - 22.2.2 notify the Council immediately if any instructions of the Council relating to the processing of Personal Data are unlawful;
  - 22.2.3 not transfer to or access any Personal Data from a country outside of the United Kingdom without the Council's prior written consent;
  - 22.2.4 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;
  - 22.2.5 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;
  - 22.2.6 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;
  - 22.2.7 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;
  - 22.2.8 ensure that obligations equivalent to the obligations set out in this clause 22 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 22.2.7;
  - 22.2.9 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;
  - 22.2.10 upon request provide a written description of the technical and organisational measures employed by the Service Provider pursuant to clause 22.2.9 (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;
  - 22.2.11 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):
    - 22.2.11.1 notifying the Council within two (2) Working Days, of receiving any request from a Data Subject exercising their rights under the Data Protection Legislation;

- 22.2.11.2 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;
- 22.2.12 maintain a record of the Service Provider's processing activities in accordance with the requirements of the Data Protection Legislation;
- 22.2.13 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):
  - 22.2.13.1 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
  - 22.2.13.2 providing input into and carrying out Data Protection Impact Assessments in relation to the Service Provider's data processing activities;
- 22.2.14 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;
- 22.2.15 notify the Council immediately and in any event within twenty four (24) hours in writing if:
  - 22.2.15.1 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
  - 22.2.15.2 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;
- 22.2.16 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.
- 22.2.17 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 22 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 22; and

22.2.18 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 22, 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.

22.3 The provisions of this clause 22 shall apply during the continuance of the Contract and indefinitely after its expiry or termination.

## **23 INTELLECTUAL PROPERTY RIGHTS**

23.1 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.

23.2 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.

23.3 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 23.3.

## **SECTION 8 – PERSONNEL**

### **24 PERSONNEL**

24.1 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.

24.2 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.

### **25 EQUAL OPPORTUNITIES AND HUMAN RIGHTS**

25.1 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:

25.1.1 the Human Rights Act 1998

25.1.2 all Laws relating to equal opportunities and shall have an equal opportunities policy; and

25.1.3 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.

### **26 EMPLOYMENT EXIT PROVISIONS**

26.1 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.

- 26.2 The Service Provider shall and shall procure that any Sub-Contractor shall:
- 26.2.1 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
  - 26.2.2 on receiving notice of termination of the Contract (on whatever grounds and in whatever circumstances) or otherwise; and/or
  - 26.2.3 at such times as required by TUPE,
- 26.3 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.
- 26.4 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.
- 26.5 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.
- 26.6 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.
- 26.7 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.
- 26.8 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.
- 26.9 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.
- 26.10 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).
- 26.11 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:

- 26.11.1 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
  - 26.11.2 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),
  - 26.11.3 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.
  - 26.11.4 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;
  - 26.11.5 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;
  - 26.11.6 any failure or omission of any legal or statutory obligation on the Service Provider;
  - 26.11.7 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
  - 26.11.8 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.
- 26.12 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.
  - 26.13 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.
  - 26.14 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**

### **27 REFERRAL TO OFFICERS AND SENIOR REPRESENTATIVES**

- 27.1 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.
- 27.2 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.

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

## **28 MEDIATION**

- 28.1 In the event that the Dispute cannot be resolved by negotiation or conciliation under clauses 27.1 and 27.2 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.
- 28.2 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 32.19 (Governing Law and Jurisdiction).

## **SECTION 10 – TERMINATION**

### **29 EXPIRY & TERMINATION**

- 29.1 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.
- 29.2 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.
- 29.3 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:
- 29.3.1 becomes Insolvent;
  - 29.3.2 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 29.3.2 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;
  - 29.3.3 commits a Persistent Default;
  - 29.3.4 commits a Prohibited Act;
  - 29.3.5 fails to achieve any KPI for two (2) consecutive Measurement Periods;
  - 29.3.6 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
  - 29.3.7 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.
  - 29.3.8 makes an assignment or novation of this Contract in breach of clause 32.8 (Assignment or Novation) or sub contracts the Services or any part of the Services in breach of clause 32.9 (Sub-Contracting);
  - 29.3.9 breaches any of its obligations under clause 16 (Insurance);
  - 29.3.10 undergoes a change of control within the meaning of section 1124 of the Corporation Tax Act 2010 to which the Council reasonably objects.
- 29.4 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 32.14 (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.

- 29.5 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.

### 30 EFFECT OF TERMINATION OR EXPIRY & DUTY TO CO-OPERATE

- 30.1 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
- 30.2 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

### 31 NOTICES

- 31.1 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.
- 31.2 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.
- 31.3 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.
- 31.4 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
Daniel Callaghan	Woodhatch Place, Cockshot Hill, Reigate, RH2 8EF	<a href="mailto:economy.growth@surreycc.gov.uk">economy.growth@surreycc.gov.uk</a> <a href="mailto:daniel.callaghan@surreycc.gov.uk">daniel.callaghan@surreycc.gov.uk</a>

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

Name, Job Title	Address	Email
Geoff Baxter	Qwest, 1100 Great West Road, Brentford, TW8 0QE	<a href="mailto:hello@smartersociety.org">hello@smartersociety.org</a>

### 32 GENERAL

<sup>1</sup> Include either a team inbox, or 2/3 individual's email addresses. This is to ensure Business Continuity in the event of staff absence.

- 32.1 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.
- 32.2 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.
- 32.3 In performing its obligations under the Contract, the Service Provider shall:
- 32.3.1 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;
  - 32.3.2 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;
  - 32.3.3 include in contracts with its direct subcontractors and suppliers provisions which are at least as onerous as those set out in this Clause 32.3; and
  - 32.3.4 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.
- 32.4 Subject to clause 26 (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.
- 32.5 The provisions of the Contract are binding on any successors in title of the parties.
- 32.6 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.
- 32.7 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.
- 32.8 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.
- 32.9 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.
- 32.10 In the event that the Service Provider enters into any Sub-contract in connection with the Contract it shall:
- 32.10.1 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;
  - 32.10.2 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
  - 32.10.3 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.
- 32.11 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.

- 32.12 The Council reserves all rights and remedies in relation to any past or future Default or breach of this Contract.
- 32.13 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.
- 32.14 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.
- 32.15 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.
- 32.16 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.
- 32.17 With the exception of any agreement required under clause 21.4, 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 32.17 shall not exclude liability in respect of any fraudulent misrepresentation.
- 32.18 Termination of the Contract for any reason shall not affect this clause 32.18 and the following clauses or sections, which shall continue in force after such termination: clause 1 (Definitions and interpretation), clause 10 (Service Provider's Records), section 6 (Warranties and Acknowledgements), clause 19 (Confidentiality and Transparency), clause 20 (Freedom of Information), clause 21 (Data Protection), 22 (Data Processor Obligations), clause 26 (TUPE), section 9 (Dispute Resolution), section 10 (Termination), clause **Error! Reference source not found.** (Notices), clause 32.8 (Assignment), clauses 32.9 and 32.10 (Sub-Contracting), clause 32.19 (Governing Law and Jurisdiction) and, where applicable, any provisions relating to disputed sums and set off set out in Schedule B (Payment Schedule).
- 32.19 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.
- 32.20 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.



## High Street Growth and Innovation Support Programme – Specification

### Executive summary

Surrey's high streets and town centres play a vital role in the county's economic, social and cultural life. They are not just places of commerce but also community anchors that support sustainable growth, provide spaces for connection, and contribute significantly to Surrey's character and identity.

A wealth of sectors are present in these locations, the largest being the Retail, Leisure and Hospitality (RLH) sector, which alone accounts for around 14,850 businesses, employing 165,500 people and contributing over £10 million in GVA to the county's economy. Alongside these, town centres also host a diverse mix of professional and personal services such as legal firms, accountancies, health and dental practices, beauty salons, and creative industries. This blend of services, amenities and cultural assets makes town centres critical hubs of daily life.

Yet businesses operating in these town centre locations face increasing challenges, from structural shifts in consumer behaviour, rising business costs, digital transformation, and a competitive online marketplace. There is a need to ensure that local high street businesses remain resilient, competitive, and able to adapt to this change.

While Business Surrey provides a strong and comprehensive programme of support for SMEs across the county, current provision does not extend specifically to place-based delivery within Surrey's town centres. National policy, including the Government's Small Business Growth Service, is rightly focusing on strengthening support for SMEs and revitalising high streets. This creates an important opportunity for Surrey to enhance the Business Surrey offer by establishing a dedicated programme that fills local gaps, complements national provision, and leverages the trusted, hyper-local relationships already held by Economic Development teams, Business Improvement Districts (BIDs) and local business associations in town centres.

Through this procurement, Surrey County Council is seeking a supplier to pilot and deliver a countywide Business Support Programme for High Street Businesses. The programme will:

- Provide targeted, practical support in at least 11 Surrey towns (one per District and Borough) agreed in consultation with Surrey County Council and local partners.
- The provision needs to offer in person support as the primary delivery model.
- Cover priority topics tailored to a high street business audience, which could include areas such as digital adoption, marketing, and customer service.

- Strengthen local networks and collaboration and work with BIDs and town centre groups (where relevant).
- Deliver practical toolkits and resources especially relevant to high street-based businesses which complement existing ones on Business Surrey and can be reused beyond the programme's lifespan.
- Collaborate with the Business Surrey Growth Hub team to support cross referrals and integrate with the Business Surrey brand and online platform to ensure consistency and visibility.
- Collaborate with other existing support models delivered by District and Boroughs to support integration and cross referrals.

The programme will run until the end of March 2026 and will be closely monitored to ensure delivery of outcomes. The successful supplier will be expected to mobilise quickly, work in partnership with local stakeholders, including Business Surrey, and demonstrate the ability to deliver high-quality, place-based support at scale.

This is a significant opportunity to make a tangible difference to Surrey's town centres, supporting independent businesses to adapt, thrive, and contribute to vibrant local economies.

### Programme objectives

The programme's key objectives are to:

- Support growth and scaling of high street based businesses in Surrey.
- Leverage innovation to support business growth.
- Build a stronger business ecosystem across Surrey.
- Provide a more targeted Business Surrey support programme to businesses operating in Surrey's high streets and town centres.
- Complement the Government's Small Business Growth Service and add value to Business Surrey's current offer.
- Strengthen town centres as economic and community anchors.

### Scope of work

The appointed supplier will deliver a business support programme from January 2026 until March 2026.

Core elements of the programme should include (but are not limited to):

- **Workshops and training:** Covering priority topics tailored to a high street business audience, which could include areas such as digital adoption, marketing, and customer service. These topics are not prescriptive and

prospective suppliers are encouraged to recommend key topics based on previous experience in their submission.

- **Toolkits and resources:** Practical materials that can be reused in future years.
- **Partnership working:** Engagement with District and Boroughs, Business Improvement Districts (BIDs), and other town centre partnerships/local business associations.
- **Place-based delivery:** Support should be delivered across at least 11 towns (one per District and Borough), with final selection agreed in consultation with Surrey County Council and local partners.
- **Integration:** The programme must align with and enhance the Business Surrey Growth Hub business support offer and brand.
- **Monitoring and Reporting:** The supplier must provide regular progress updates and a final evaluation report, enabling Surrey County Council to report back to Government on grant outcomes.
- We would consider other added value elements, such as the development of Peer-to-Peer networks that would facilitate collaboration, shared learning, and encourage hyper-local business communities.

### Target audience

The programme will support high street businesses across Surrey with delivery targeted at one town per District and Borough across a minimum of 11 towns, including:

- Independent retailers
- Hospitality venues
- Leisure and visitor economy businesses
- Professional and personal services operating from town centres

Support must be accessible to SME businesses of different sizes, at different stages of maturity, and across diverse local communities.

### Expected outputs and Key Performance Indicators

Suppliers will be expected to achieve the following minimum outcomes:

- 440 businesses supported in total (minimum of 40 per District and Borough) primarily through attendance at one-to-many events.
- A range of one-to-many interventions delivered
- Evidence of improved business capability in agreed priority topic areas (such as digital, marketing, financial management, customer engagement)
- Evidence of strengthened local business networks and collaborations

- Positive feedback and satisfaction rates from participating businesses
- Creation of reusable toolkits and materials to support long-term business resilience
- Produce a final evaluation report highlighting outcomes and outputs for each of the towns covered by the programme by 30 April 2026.

### Data Sharing

It is expected that the provider will use the Business Surrey Client Relationship Manager (CRM) to capture information about businesses / residents supported. Access to the CRM will be at no cost to the provider.

Data sharing documentation will need to be in place between the provider and the council.

### Contract duration

- The contract will run for a total of 4 months, January 2026-April 2026. The programme itself is to run for 3 months until the end of March 2026 with an additional month to supply individual town reports ending in April 2026.

### Financing model

To be agreed with the preferred provider and based on the programme duration. It is expected that the council will make two to three payments at the following points:

1. On signing the contract
2. At an appropriate pre closure stage
3. On receipt of the evaluation report to be submitted in April 2026 assuming the provider is meeting the targets set out in the contract. A proportion of this payment may be withheld if the provider is not achieving targets.

### Supplier requirements

Suppliers are expected to demonstrate:

- A proven track record of delivering high-quality business support programmes, ideally for high street-based businesses.
- Knowledge of current challenges facing SMEs and town centre businesses.
- Experience in place-based delivery, including working in partnership with BIDs, local authorities, and business associations.
- Capacity to mobilise quickly and deliver across multiple locations in Surrey.
- A strong methodology for monitoring, evaluation, and reporting.

## SCHEDULE B – PAYMENT SCHEDULE

PRICE SCHEDULE SUMMARY				
<b>Cost breakdown</b>	Total from Price S	Number Required for Contract (including optional extensions)		Total Contract Price
		1 = One Off Costs	Qty	
		4 = Contract Length (Apply to Annual Costs)		
Programme set-up and onboarding	£12,000.00	4	1	£12,000.00
Workshop design and delivery	£665.00	4	44	£29,260.00
1-1 Business Support (if offered)	£260.00	4	120	£31,200.00
Travel and local delivery costs	£230.00	4	44	£10,120.00
Programme marketing and business engagement	£27,500.00	4	1	£27,500.00
Development of reusable toolkits and resources	£10,000.00	4	1	£10,000.00
Monitoring, reporting and evaluation	£18,000.00	4	1	£18,000.00
Project management	£12,000.00	4	1	£12,000.00
<b>Total Contract Cost (for Tender Evaluation)</b>				<b>£150,080.00</b>
* EXCLUDING VAT				
* COSTS MUST BE BASED ON THE REQUIREMENTS- PLEASE REFER TO SPECIFICATION				
This should be an overall price for the programme, but could include a break down of costs in proposal				

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

## PART 1 – SERVICE PROVIDER QUOTE/TENDER/PROPOSAL



### 1. COMPLETION OF BIDDER'S SUBMISSION

- 1.1. Bidders must complete all the questions detailed in this response questionnaire.
- 1.2. The Council require specific responses from Bidders based on the details set out in the Specification.
- 1.3. Bidders are encouraged to read this and the RFQ Guidance document carefully before completing their responses.
- 1.4. Bidders should:
  - Write their organisation name on the front page – see **BIDDER NAME**
  - Submit their responses under the questions detailed below.
  - See Section 5: Evaluation Criteria & Methodology of the RFQ guidance for further information.

### 2. WORD LIMITS

- 2.1. Bidders must write a response in all sections of this questionnaire that end with a box that states: "**Bidders should write their response here**".
- 2.2. Where a word limit is stated, the answer of Bidders should not exceed the stated word limit.

- 2.3. Where a word limit is exceeded, evaluators will only consider the Bidder's response up to the point of meeting the maximum word limit and the remaining words will not be considered.
- 2.4. Where diagrams/ images/ tables are used, these will contribute to the word count unless included within an attachment where we have specified the attachment is excluded from the word limit.
- 2.5. Any attempt to avoid express word limits by deliberately avoiding the use of normal punctuation or the use of non-spacing in any response to this RFQ the Council reserves the right not to evaluate the entire response to the question.
- 2.6. Each question will be treated as standalone and evaluated in its own right.

## Bidder's Submission

The below is provided as a guide. Please amend the below as appropriate for your procurement ensuring that the requirements are relevant and proportionate to the size and complexity of the RFQ.

Please Insert Bidder Name:

Questions 1a) – 1h) are for information only and not scored.  
Question 2 will be assessed on a pass / fail basis.



### 1. Main Contact Details

- |  |  |
|--|--|
| a) Full Legal name of your business or organisation.   | <input type="text" value="Smarter Society Limited"/>                                       |
| b) Name, telephone number and email of the primary point of contact who will be managing the contract on behalf of the service provider. | <input type="text" value="Geoff Baxter, 07880 507777&lt;br/&gt;geoff@smartersociety.org"/> |

- c) If your organisation operates under a different trading or 'doing business as' name, please also specify the trading/DBA name.
- d) Type of organisation (e.g. private limited company, partner, charity, sole trader).
- e) Registered Address.
- f) Address from which the services will be performed, if different from the above.
- g) Company Registration or Charity Number and date of registration (and of any holding / parent company).
- h) Please specify if you intend to use subcontractors to deliver any part of the goods, services or works outlined in your bidder submission.

## 2. Insurance

Please confirm whether you already have, or can commit to obtain, prior to the award of the contract, the levels of insurance cover indicated below:

Public Liability Insurance (£10million)	<b>Yes</b>	No	Will Provide
Employers Liability Insurance (£5 - 10million)	<b>Yes</b>	No	Will Provide

*\*There is a legal requirement for certain employers to hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. See the Health and Safety Executive website for more information: [www.hse.gov.uk/pubns/hse39.pdf](http://www.hse.gov.uk/pubns/hse39.pdf)*

**QUALITY QUESTIONNAIRE – (Total Weighting 80%)**

Please describe your approach to delivering the High Street Growth and Innovation Support Programme. Include details on:

- How you would design and deliver workshops, training, and resources tailored to high street businesses across the county.
- Which Surrey towns would you prioritise and why? (minimum of 11 towns, one per district and borough).
- What priority themes would you focus on (e.g. digital adoption, marketing, and customer service) and why? How would you ensure the programme addresses these themes in a practical and accessible way?
- Your strategy for place-based delivery and engagement with local partners such as District and Borough councils, BIDs, and business associations.

Total Allocated Weighting for Question 40%

Max 6 pages. Anything that Exceeds this limit will not be considered and therefore will not be scored. Please use font 'Arial' in font size 11.

Bidders should write their response here:

**1. Our Delivery Vision and Strategic Fit – DELIVERED BY LEADING PROVIDERS**

Our High Street Growth & Innovation Programme is designed to empower 440 high street businesses across Surrey's 11 districts, helping them improve performance, visibility, deepen customer engagement, and build operational resilience. The model is inclusive, hyper-local, and flexible, with a strong emphasis on face-to-face support, practical learning, provision of recommended actions, and the creation of long-lasting digital resources that will benefit many more businesses well beyond the lifetime of the programme.

The programme will be delivered in partnership by Smarter Society (SS), a leading provider of Growth Hub and business support services across the South-East with experience of delivering large DBT, UKSPF and similar funded programmes to very tight timescales with 100% KPI achievement, and The Retail Group (TRG), specialists in high street revitalisation with a national footprint and extensive experience working with retail and service-based businesses in Surrey and beyond. This partnership brings together strategic insight with practical, real-world delivery.

Our proposal aligns directly with Surrey County Council's economic growth priorities:

- **Priority 1 – Ensuring Surrey businesses have the workforce they need**  
We will help local businesses build managerial resilience and upskill teams through tailored mentoring and advisory support.
- **Priority 2 – Creating conditions for businesses to start, grow and thrive**  
By delivering flexible, needs-led support, we will help micro and small businesses implement effective changes that drive sustainable growth.
- **Priority 3 – Enabling place-based economic growth**  
All delivery is focused in high street locations, supporting visible improvements to local vitality, customer appeal, footfall, and community pride.

Through consultation-led delivery, we will tailor workshops, resources, and 1-to-1 mentoring based on the specific challenges and priorities identified in each high street. This ensures we provide relevant and high-impact support rather than taking a one-size-fits-all approach.

## 2. Geographic Coverage: Two High Streets per District – WIDER COVERAGE, GREATER VALUE

### 22 High Streets Selected

We will deliver the programme across 22 high streets, two per district or borough, providing full geographic coverage and maximising reach.

Our teams bring unmatched local knowledge, having supported over 2,000 Highstreet businesses in and around Surrey in towns such as Guildford, Woking, Farnham, Dorking, Epsom, and others. We've also delivered programmes across neighbouring regions, giving us a deep understanding of cross-border economic patterns, customer behaviours, and business demographics.

Our proposed town selection process is based on:

- High street viability and footfall
- Proportion of independent businesses
- Alignment with existing regeneration or BID activity
- Areas of relative deprivation (IMD/SCC Key Neighbourhoods)

25% of selected high streets are located in underserved communities or priority regeneration areas, supporting SCC's social value objectives.

Each borough will host:

- A **primary high street**, where workshops are delivered in-person; and
- A **secondary high street**, where businesses receive direct outreach and 1-to-1 mentoring. There is also the potential for businesses in local high streets to join workshops in adjoining areas, either in person or virtually, again maximising availability and benefit. Our experience ensures that we 'make it easy' for the businesses to take part / benefit from the support provided.

This ensures:

- High visibility of the programme in key centres
- Equitable reach to smaller, less-supported hubs
- Consistency in engagement across all 11 districts

We will engage with every business on each Highstreet to register them for the programme and enable us to then market future workshop opportunities; both in person and online as well as mentoring opportunities. For Highstreet programmes, over 95% of registration happen in the business owners premises and our programme has assumed that we will conduct "beat the street" engagement for each of the 22 location selected.

Quote relating to TRG Highstreet Growth and Innovation related projects

"Our experience of working with The Retail Group has always been positive – they are responsive, proactive and efficient in terms of their approach and communication style, drawing on their extensive experience and knowledge of town centres. I have always found them to be particularly enthusiastic with a 'can-do' attitude and would certainly recommend their services to others. They are very good at working on the ground with local stakeholders and take a considered approach to their work which is centred on the needs of the locality."

Lynn Hainje, Economic Regeneration Manager, Crawley Borough Council

We will finalise high street selections in consultation with Borough and District Councils during mobilisation, however, have developed an initial selection based on an objective approach and rationale, which the Districts can then amend.

As a result of our previous work with Councils, place managers, regeneration teams and many of Surrey's BIDs we already have established contacts with many of the key stakeholders, which will be confirmed during the mobilisation phase.

	District / Borough	High Street 1	High Street 2	Located in underserved communities/ priority regeneration
1	Elmbridge	Walton-on-Thames High Street	Hersham Village Centre	No
2	Epsom & Ewell	Epsom Town Centre	Stoneleigh Broadway	No
3	Guildford	Westborough Parade or Belfields Shops	Guildford High Street	Westborough
4	Mole Valley	Leatherhead Town Centre	Dorking High Street	No
5	Reigate & Banstead	Merstham Local Centre	Redhill Town Centre	Merstham
6	Runnymede	Addlestone Town Centre	Egham High Street	Addlestone – partial
7	Spelthorne	Ashford High Street	Staines-upon-Thames High Street	Both
8	Surrey Heath	Camberley Town Centre	Old Dean Local Centre	Old Dean
9	Tandridge	Caterham Valley	Oxted High Street	Caterham – partial
10	Waverley	Godalming Town Centre	Farnham Town Centre	No
11	Woking	Sheerwater Parade or Maybury	Woking Town Centre	Sheerwater/Maybury

**3. Workshop Themes and Practical Delivery – TARGETING ACTUAL BUSINESS NEEDS**

Our workshop model is business-led and data-informed. During mobilisation, we will engage directly with businesses through in-person outreach and structured promotion to identify the most relevant themes for each high street. From TRG's recent work in Sutton, where they engaged 660 independent businesses to understand the most important areas of support they wanted. Common themes included:

Business Support Themes	% Demand
-------------------------	----------

Attracting more customers	63%
Increasing sales	62%
Marketing & promotion	49%
Increasing profit	43%
Customer spending & loyalty	39%
Social media use	37%
Customer service improvement	22%
Business planning	19%
Selling more online	18%

These insights will inform a set of four core workshop themes tailored to each high street, for which we will offer two workshop options:

- **Creating Impact, boosting visibility and footfall**
  - Attracting more customers using innovative methods
  - Increasing sales and spend per customer
- **Building loyalty and repeat business**
  - How good customer service increases sales and satisfaction
  - Successfully using customer loyalty and referrals
- **Adding effective digital channels to your high street business**
  - Pro-active Social Media use
  - Selling more online
- **Resilience through better operations and planning**
  - Improved sales from the physical space
  - Implementing effective promotions

Whilst Business Planning ranks in the top ten, Cost-saving is no longer a key priority for most high street businesses, as they have already undergone significant cost-cutting and therefore see limited additional value or interest in this area, preferring to focus on growth. Whilst not specifically highlighted, we also anticipate shrinkage management, specifically theft, to be an area which may be of interest and which we can provide support through a specific workshop and 1to1 mentoring.

We will deliver four workshops per District based on the key subjects that we identify are of interest to the businesses in the specific District. We will make a minimum of four workshops per month (out of the many delivered each month) accessible through our Zoom webinar platform and these will be advertised to all businesses that we engage with. A version of each workshop will be recorded and made available for upload to Business Surrey YouTube as part of the legacy resources for the project.

Workshops will be:

- **Hosted in a central, accessible venue located directly on (or near to) the main high street,** ensuring high visibility, easy access, convenience, and familiarity for participating businesses. Based on the engagement responses, workshops are delivered at times to suit most businesses.
- **Led by specialist facilitators from The Retail Group (TRG),** supported by Smarter Society (SS) to enable seamless hybrid delivery, allowing businesses to engage either in person or online based on their preferences.
- **Designed as focused, interactive, and highly participatory sessions,** each workshop is part of a broader themed content module that ensures structured yet dynamic learning.
- **Constructed to enable every participating business to identify practical actions for improvement.** We actively encourage this outcomes-based learning model and measure workshop effectiveness by tracking the number and quality of actions identified by attendees.

- Grounded in real-world examples and local best practice, each session showcases case studies relevant to the high street context, providing tangible inspiration and replicable ideas for businesses.
- All examples and case materials will form part of a growing digital asset library, accessible to both workshop attendees and other local businesses through online platforms.
- Each theme is delivered using a structured presentation as a framework, but with built-in flexibility to respond to participant questions, emerging needs, and live discussion. TRG facilitators ensure all raised issues are addressed, and shared learning is captured to support peer-to-peer exchange.
- Workshops actively support local ecosystem building, providing space for informal networking, peer discussion, and connections. We will also signpost and promote existing networks such as BIDs, Growth Hub services, and Council support programmes to encourage ongoing engagement beyond the sessions.

#### 4. Tailored 1-to-1 Business Mentoring – INNOVATIVE DELIVERY MIX

Alongside workshops, we will provide bespoke one-to-one mentoring to businesses that cannot attend the workshops enabling us to achieve the overall minimum of 40 businesses supported per District. This approach enables us to flex the delivery model (1to many v 1to1) for each area to align with business owners needs and availability

Mentoring will be:

- **Flexible:** Delivered in-person, by phone, or online
- **Responsive:** Based on needs identified through workshops or direct registration
- **Focused:** On the needs of the business and those observed by the retail specialists, and likely to cover issues such as revenue growth, merchandising, loyalty, pricing, customer retention / expansion, and digital visibility

Each session will:

- Begin with a diagnostic discussion
- Use a structured template to record advice, identify improvement / growth actions, and follow-ups
- Be documented in a concise report that businesses can use for ongoing improvements

This ensures consistency, impact, and clear tracking of business outcomes across the county. With the permission of any business the meetings may be recorded to also provide content for the ongoing digital resources.

#### 5. Toolkits and Digital Resources – USING INNOVATIVE TOOLS TO CREATE A PROGRAMME LEGACY

To ensure wider benefit, we will develop four practical business toolkits based on common themes identified during initial engagement and delivered as the content for the workshops. They themes will reflect the workshop themes delivered and already listed above:

- **Creating Impact, boosting visibility and footfall**
- **Building loyalty and repeat business**
- **Adding effective digital channels to your high street business**
- **Resilience through better operations and planning**

Each toolkit will:

- Be co-designed with SS and TRG specialists as well as BID leaders to overlay local knowledge
- Include checklists, templates, and case studies
- Be supported by short explainer videos
- Be hosted on the Business Surrey website (or a dedicated microsite)

These resources will provide long-term value and extend programme impact beyond the 440 mentored businesses.

#### 6. Optional Microsite via FounderHut – BESPOKE SURREY HIGHSTREET CONTENT

We can offer an optional branded Highstreet focused microsite via our FounderHut platform, providing:

- Workshop recordings and toolkits
- Business directory and success stories
- Access to mentoring helpline and registration
- Local event promotion and BID engagement

An example below shows what the microsite could look like and we will commit to hosting the site for 12 months after the end of the programme.



Alternatively, we can fully integrate all content into the Business Surrey website, maintaining branding and user experience. We will work with SCC's Economic Growth and Digital teams to determine the preferred approach.

#### 7. Inclusive and Place-Based Engagement – TARGETED ENGAGEMENT WITH DISTRICT TEAMS

We are committed to inclusion, accessibility, and locally grounded delivery. Our plan includes:

- Engaging BIDs, community groups, Council officers, and town teams for local insights
- Targeting diverse business owners (including women-led and minority-owned firms)
- Designing content in plain English, with translated versions where needed
- Hosting drop-ins at markets, events or community hubs, especially in smaller or underserved towns

Our flexible, inclusive, engaged, shared and in person approach ensures that even businesses with limited digital access or availability can fully participate.

#### 8. Delivery Team and Local Partnerships – EXPERIENCED HIGHSTREET BUSINESS EXPERTS

Our delivery will be led by:

- Paul Frater, Highstreet Consultant – place and business support specialist
- Mike Evans, Highstreet Consultant – place and business support specialist
- Brian Pinnell, Highstreet Consultant – Engagement and Stakeholder management
- Jen McKeown, Programme Manager – mobilisation, scheduling and stakeholder liaison
- Holly Turner, Marketing Lead – outreach and communications
- Sarah Winterbone, Events Lead – venue and logistics coordination
- Geoff Baxter, Account Director – strategic oversight and reporting

TRG and SS will jointly complete the engagement, business contact, programme promotion, deliver workshops and 1:1 mentoring. Our additional subcontractors also include Richer Solutions and Business Mechanix, both experienced in supporting high street businesses across the South-East and will provide a back-up option for the engagement and workshops.

#### 9. Monitoring, Evaluation and Reporting (set out in detail in response 4) – DATA DRIVEN REPORTING

All delivery will be tracked and data added to the Business Surrey CRM system – we have extensive experience working with Evolutive and other similar platforms. We will report regularly to SCC on:

- Stakeholder contact
- Business registrations and workshop attendance
- 1:1 mentoring outputs and case notes
- Toolkit downloads and microsite engagement

- Satisfaction ratings and outcomes (e.g., footfall, sales improvements)

#### Summary of Fit to Project Requirements

Our proposed **High Street Growth & Innovation Programme** delivers an inclusive, ambitious, and place-based support model designed specifically to address the challenges and opportunities facing **Surrey's high street businesses**. Drawing on our extensive experience, proven delivery team, and deep understanding of the county's business and place dynamics, we offer a programme that is both **strategic and practical**, fully aligned with Surrey County Council's economic priorities.

#### Comprehensive County-Wide Reach

We will support a minimum of **440 businesses across 22 high streets**, with two town centres selected in each of Surrey's 11 boroughs/districts. This approach ensures full geographic coverage and addresses both major commercial centres and more underserved or overlooked local high streets, including those in regeneration areas or with higher levels of deprivation. This **dual-model** provides **visibility, equity of access, and flexibility** in delivery.

#### Tailored, Business-Led Support

Through on-the-ground engagement, we will shape **bespoke workshop content** for each high street, drawing on real business need. Key themes will likely include customer attraction, digital marketing, customer loyalty, operational resilience, and improved space utilisation. Workshops will be delivered both in-person and online, with recordings and practical toolkits made available for continued legacy and value.

#### Integrated 1:1 Mentoring Model

We will offer **diagnostic-led one-to-one mentoring**, ensuring every district reaches the 40-business support target. These sessions are designed to provide targeted, actionable support tailored to business needs ranging from merchandising and revenue growth to digital visibility and local engagement.

#### Strong Local Track Record and Delivery Team

**Smarter Society** and **The Retail Group** bring unmatched experience in delivering high street business support across the South-East, including within Surrey. We have already worked with **thousands of Highstreet businesses in and around the county**, and our team includes experienced place managers, business advisors, and programme coordinators with a deep knowledge of Surrey's commercial landscape.

#### Strategic Fit and Community Value

Our proposal directly aligns with SCC's economic priorities:

- **Workforce resilience and skills development**
- **Support for microbusiness growth and sustainability**
- **Place-based regeneration and high street vibrancy**

We will also deliver measurable social value through inclusive engagement, support for diverse business owners, and practical pathways for high street development.

In summary, we offer a **deliverable, locally informed, and proven model** that will provide Surrey with maximum value and impact — driving both immediate results for businesses and long-term legacy for town centres across the county.

Provide a detailed project plan for delivering this programme from January to March 2026, including:

- Key milestones, activities, and outputs for each town (this can be in the form of a separate document).
- Allocation of resources, staffing, and roles.
- Mechanisms for monitoring, reporting, and ensuring high-quality delivery within the tight timeframe.
- Any risk management approaches to address potential challenges in programme delivery.

Total Allocated Weighting for Question 20%

Max 2 pages. Anything that Exceeds this limit will not be considered and therefore will not be scored. Please use font 'Arial' in font size 11.

Bidders should write their response here

### 1. Mobilisation Planning Process

We mobilise all contracts using a robust and tested process that has delivered over 40 major business support contracts on time and within short timeframes. Our mobilisation phase will begin immediately upon contract award in January 2026 and will be completed within two weeks, ensuring a smooth transition into delivery. Mobilisation will be led by Programme Manager Jen McKeown of Smarter Society (SS), with full involvement from our delivery partner The Retail Group (TRG).

Key mobilisation activities will include:

- Kick-off meeting with Surrey County Council (SCC)
- Engagement with Borough and District Councils - confirm Highstreet targets and agree plan
- Confirmation of wider stakeholder partners and potential communication channels
- Setup of the programme CRM/system processes to manage registration, delivery tracking, and monitoring;
- Commencement of workshop templates ready for themes and content, digital toolkits, and templated 1:1 action plans;
- Launch of the marketing and face to face outreach campaign across all district and borough networks;
- Confirmation of subcontractor schedules and team allocations;
- Creation of shared reporting documentation and secure document hub.

By the end of the mobilisation phase (third week of January), all delivery locations will be agreed, update activity scheduled, and promotional activity launched.

### 2. Delivery Structure and Management – see attached Project Timetable Gantt chart.

The delivery phase will run from end of January to End of March 2026, with a structured but flexible approach that allows us to adapt to local place and business needs as well as county and borough level preferences. Our delivery structure is based on four primary and coordinated workstreams:

#### 2.1. Programme Promotion and Business Engagement (Jan-Feb):

- In-person, in high street business engagement in 22 high streets as agreed.
- Extensive promotion through stakeholder partner comms channels.

- Inclusion as part of Business Surrey ongoing comms and support offer.
  - Registration of businesses for workshops and / or 1:1 sessions.
  - Development of workshop materials and support collateral.
  - Confirmation of workshop timetable, locations and venues.
- 2.2. Workshop Delivery (Feb–Mar):
- Four themed workshops delivered per district across two high streets per district.
  - Total of 44 in person workshops county-wide.
  - Sessions hosted in local venues on the main high street.
  - One set of workshops streamed monthly for county-wide access.
  - Recordings edited and uploaded for future use.
  - Delivered and facilitated by TRG experienced business advisors / facilitators, with support from SS's events and hybrid delivery team.
- 2.3. One-to-One Mentoring (Feb–Mar):
- Individual businesses who are unable to attend workshops will be supported.
  - Delivered by TRG mentors using a structured SS-designed template.
  - Format: in-person, phone or online, depending on business preference.
  - Action plans shared with businesses post-engagement.
  - Follow-up calls available where time constraints affect initial sessions.
- 2.4. Resource Development and Digital Legacy (Feb–Apr):
- Themed high street toolkits developed, aligned to workshop themes/content
  - Professional recordings of workshops uploaded to Business Surrey or FounderHut microsite.
  - Ongoing development of supporting guides, templates and visuals
  - All resources designed for plain English and microbusiness accessibility.
3. Resource Allocation – (see attached project timetable Gantt chart for timings)  
 The table below identifies the broad resource allocation for the main workstreams of the programme, setting out the lead project team partner and support partner.

Phase	Activity	Project Lead
Mobilisation	Kick-off, LA liaison, CRM setup, marketing launch	SS, (TRG support)
Mobilisation	Venue booking and workshop scheduling	SS, (TRG support)
Delivery	In person business engagement and promotion	TRG, (SS support)
Delivery	Workshop delivery in all districts	TRG, (SS support)
Delivery	One-to-one mentoring sessions	TRG, (SS support)
Delivery	Toolkit development, video editing, uploads	SS, (TRG support)
Monitoring	Ongoing reporting, CRM updates, satisfaction tracking	SS, (TRG support)
Evaluation	Case study collection, insights and impact summary	SS, (TRG support)
Completion	Final report and programme close	SS, (TRG support)

**4. Risk management**

- During the mobilisation phase we will create a full Risk Management plan, identifying key risks and appropriate mitigation. Based on experience we will address:
- Mitigating low adoption by extensive face to face engagement and regular marketing of events and
  - Mitigating business owner availability by offering hybrid events and 1to1 mentoring

**5. Summary**

This plan provides a clear, structured roadmap for delivering the High Street Growth and Innovation Programme across Surrey. Our delivery model is robust, scalable, and adaptable to local conditions and business needs. Through strong project management, a dedicated delivery team, and partnership with experienced high street advisors, we will ensure:

- Rapid mobilisation and early visibility.
- Extensive engagement with stakeholder partners and optimised promotion.
- Meaningful support for at least 440 high street businesses.
- Seamless integration of workshop and 1:1 support.
- Quality outputs and learning captured through structured reporting.
- Ongoing coordination with borough stakeholders and SCC.

At a 'place based level' each district will receive; in-person (1:many, as well as 1:1) engagement with businesses in two high streets of their choosing, extensive promotion of the support and workshops across the district, a series of four dedicated themed workshops that are aligned with the needs of local businesses, 40 local businesses directly supported, additional local businesses supported via ongoing use of created digital collateral, increased awareness of business support, improved performance of local businesses, stronger and more resilient high streets.

Provide examples of similar programmes you have delivered, including:

- *Evidence of measurable outcomes (e.g., business growth, improved capability, network strengthening, satisfaction rates).*
- *How your experience demonstrates an ability to support diverse SME businesses in multiple locations within tight timeframes.*
- *References or case studies that highlight your success in achieving comparable programme objectives.*

**Total Allocated Weighting for Question 15%**

*Max 3 pages. Anything that Exceeds this limit will not be considered and therefore will not be scored.*

**Case Study 1: London Borough of Sutton – Everyday Business Support Programme**

**Delivered by:** The Retail Group

**Funding:** UKSPF and GLA

**Timeframe:** Delivery through 2024

**Programme Focus:** A place-based programme providing direct support to SME and independent businesses across nine of Sutton's high streets. The aim was to support post-COVID recovery, improve performance, and build stronger town centre business communities.

**Delivery**

- Direct engagement with 750+ businesses
- 1:1 tailored mentoring sessions
- 8 themed workshops covering visibility, layout, merchandising, promotions and social media
- Creation of practical, downloadable business guides and templates

**Outcomes**

- 85 high street businesses received 1:1 support (over 110 businesses supported in total)

- 95+ businesses attended workshops
- 100% satisfaction rate
- Growth outcomes included: improved revenues, improved customer retention, increased footfall

**Legacy**

- Workshops recorded for reuse by council regeneration teams
- Materials retained by LB Sutton for integration into future business support initiatives
- Successfully met all UKSPF / GLA reporting requirements

**Alignment to Surrey Specification**

- Delivered across multiple town centres
- Strong focus on independent and diverse SMEs
- Combined mentoring and workshops
- Created lasting digital content
- Delivered within tight timeframes

**Case Study 2: Go-Trade Programme (Kent, Essex, Suffolk)**

Delivered by: The Retail Group

Funding: EU Interreg

Timeframe: 2021–2022

**Programme Focus:** Support for high street traders located within 250m of retail centres across multiple towns. Aimed to increase footfall, improve in-store experience, and strengthen marketing and merchandising.

**Delivery**

- Themed workshops delivered in multiple locations
- Development of online tutorials and downloadable toolkits
- Topics included visual merchandising, social media, stock control and later added: customer service

**Outcomes**

- Hundreds of businesses supported across five local authority areas
- High engagement from retail, food, and personal services
- Toolkit became a model for follow-up EU-funded business support in partner areas

**Legacy**

- Materials made available across all five partner councils
- Self-guided learning modules remained in circulation post-delivery

**Alignment to Surrey Specification**

- Multi-location delivery at scale
- Focus on high street businesses and retail
- Hybrid delivery model (online + in-person)
- Business-led theme selection
- Creation of enduring resources

**Case Study 3: London Borough of Barnet – West Hendon & Burnt Oak High Street Support**

Delivered by: Smarter Society

Timeframe: 2021–2023

**Programme Focus:** Regeneration-linked support for microbusinesses in two deprived town centres. Designed to improve visibility, operational confidence and local business collaboration.

**Delivery**

- 6 on-street pop-up events
- 120+ 1:1 sessions
- Workshops on rates, marketing, digital presence
- Peer [meet-ups](#) and multilingual delivery

**Outcomes**

- 135 businesses supported
- 91% satisfaction rating

- 72 businesses implemented shopfront or in-store changes

**Legacy**

- Two toolkits created for Council use
- Programme model now part of Barnet's Town Centre Recovery strategy

**Alignment to Surrey Specification**

- Place-based delivery in diverse, regeneration priority areas
- Bilingual, inclusive support
- Measurable outcomes and satisfaction metrics
- Strong digital legacy

**Case Study 4: Kent & Medway Growth Hub – High Street Business Resilience Support**

Delivered by: Smarter Society

Timeframe: 2025-26

Programme Focus: Rapid-response programme supporting SMEs during post-COVID volatility. Focus on resilience, continuity planning and tailored local advice.

**Delivery**

- 15 local events across districts
- 320+ 1:1 sessions
- Sector-specific toolkits

**Outcomes**

- 88% of businesses felt more confident in continuity planning
- 47% implemented direct changes post-support
- Broad reach across retail, hospitality and trades

**Legacy**

- Diagnostic templates and toolkit in continued use by the Growth Hub

**Alignment to Surrey Specification**

- Scalable model for county-wide delivery
- Mentoring and toolkit model
- Evidence of action-based outcomes
- Delivered within constrained timeframe

**Case Study 5: Worcestershire County Council – Business Support for Town Centres**

Delivered by: Smarter Society

Timeframe: 2021–2023

Programme Focus: Town centre recovery support for independent and service-based businesses in small towns and high streets.

**Delivery**

- District-level roll-out across four market towns
- Workshops, mentoring, and pop-up hubs in underutilised spaces
- Focus on e-commerce, customer retention, and cost management

**Outcomes**

- 240+ businesses engaged
- 100+ participated in skills workshops
- 73% reported tangible business changes

**Legacy**

- Templates adopted by council-led regeneration teams
- Delivered in 12 weeks including engagement, delivery and evaluation

**Alignment to Surrey Specification**

- Practical, place-sensitive delivery
- Microbusiness and retail-led support
- Capacity building and digital upskilling
- Rapid mobilisation and successful handover

**Case Study 6: London Borough of Hounslow – High Street & Sustainability Programme**

Delivered by: Smarter Society

Timeframe: 2023

Programme Focus: Blended support model combining sustainability readiness with high street performance support across four town centres.

**Delivery**

- Roadshows and pop-up clinics
- 10 in-person workshops on sustainability, customer service, marketing
- 1:1 sessions in Feltham, Chiswick, Hounslow and Brentford

**Outcomes**

- 140 businesses supported
- 60+ businesses made operational changes
- 30+ engaged with further council or GLA support

**Legacy**

- Sustainability readiness tool developed
- Materials integrated into Hounslow Business Network

**Alignment to Surrey Specification**

- Delivery across diverse district centres
- Tangible post-programme business change
- Support aligned with local authority strategy

**Summary of Capability and Fit**

We are one of the UK's leading providers of Highstreet Business Support Services and has delivered numerous programmes for large Local Authorities within tight timeframes achieving 100% of KPIs and providing comprehensive and accurate reporting and output evidence to clients. We operate two Growth Hubs (Essex, Southend and Thurrock, and Kent and Medway) and provide our own Growth Hub specific web and CRM platform, [Founderhut](#).

Our key sub-contractor, The Retail Group, is a Highstreet business support specialist with extensive experience of working across Surrey with excellent results and client/customer feedback.

These case studies clearly demonstrate our ability to:

- Deliver hybrid, place-based programmes at scale across town centres
- Engage diverse high street SMEs using inclusive, practical methods
- Meet and exceed output targets while leaving behind toolkits, digital content and replicable models
- Deliver at pace, within short timeframes and aligned with local priorities
- Work closely with local authorities, BIDs, Growth Hubs and business networks

Our experience directly reflects the ambitions of Surrey's High Street Growth and Innovation Support Programme and confirms our ability to deliver high-impact support across the county's diverse commercial centres.

**Please describe the structure, content and methodological approach you would use to produce the final evaluation report for this programme. Your response should include details on how your report would:**

- Present outcomes and outputs for each town individually, including levels of business engagement and participation.
- Measure and report on key performance metrics such as capability improvements, satisfaction ratings, and uptake of support.
- Include qualitative insight such as case studies, testimonials, or narrative examples that demonstrate the value and impact of the programme.
- Identify challenges, opportunities, and any recurring themes arising from delivery across different towns.
- Provide recommendations for Surrey County Council on future provision beyond March 2026.

**Total Allocated Weighing for Question 5%**

Max 1 page. Anything that Exceeds this limit will not be considered and therefore will not be scored. Please use font 'Arial' in font size 11.

Our final evaluation report will be a professionally presented, insight-rich document that provides Surrey County Council with both quantitative evidence of delivery and qualitative insight into the programme's impact. It will be structured to align directly with the objectives and reporting requirements of the High Street Growth and Innovation Programme and will include borough-level analysis to inform future support strategy.

**Report Structure and Content**

The report will include the following sections:

1. **Executive Summary** – Key outcomes, highlights, and recommendations.
2. **Methodology** – Overview of project methodology, findings, data sources, analysis methods, and engagement tools used (CRM outputs, surveys, interviews).
3. **Borough-Level Delivery Analysis** – For each of the 11 boroughs:
  - o Number of businesses contacted, registered, engaged, and supported (both workshops and 1:1);
  - o Type and sector of businesses reached;
  - o Attendance levels, support uptake, and engagement trends;
  - o Satisfaction data (quantitative and qualitative);
  - o Place based report summaries.
4. **Key Performance Metrics** – Cross-county data and trend analysis including:
  - o Improvement in business confidence and capability (via post-support surveys);
  - o Number and type of actions implemented by businesses;
  - o Digital engagement (e.g., toolkit downloads, video views);
  - o Satisfaction ratings (workshops, mentoring, overall).
5. **Qualitative Insight and Narrative Impact** –
  - o Minimum of 11 anonymised (or business branded with business permission) business case studies;
  - o Direct quotes and testimonials from participants;
  - o Thematic insight into business needs, behaviours, and progression;
  - o Evidence of change (before/after snapshots, business feedback / commitments)
  - o One case study selected from each District to provide an equitable spread of publicity
6. **Challenges, Opportunities, and Cross-Cutting Themes** –
  - o Analysis of delivery barriers and enablers;

- o Common themes emerging across boroughs (e.g. growth opportunities, support areas, performance improvement actions, footfall decline, digital gaps, resilience building actions and future needs);
  - o Regional variances in business need and responsiveness.
7. **Recommendations for Future Provision –**
- o Evidence-based guidance for SCC on scaling, targeting and sustaining business support;
  - o Suggestions for integration into Business Surrey and borough-led economic development plans;
  - o Proposals for digital legacy maintenance (e.g., resource hub, toolkit updates).

**Methodological Approach**

We will use a mixed-methods evaluation approach, combining:

- **Quantitative data** from our CRM (attendance, outputs, segmentation);
- **Structured feedback tools** (post-event surveys, satisfaction polls);
- **Qualitative interviews and narrative collection** from participating businesses;
- Ongoing performance tracking against agreed KPIs.

All insights will be benchmarked against SCC's programme objectives, ensuring the final report provides actionable intelligence to inform future strategy and commissioning decisions

All reporting will be managed by Anastasia Ward MSc and Geoff Baxter FCIPS who have designed and delivered programme and impact reporting for over 40 large Government contracts.

**3. SOCIAL VALUE DELIVERY PLAN (Total Weighting 2.5%)**

Social Value Delivery - How you will deliver and evidence your social value commitment (presented in the social value charter) throughout the duration of the contract?  
 Total Allocated Weighting for Question 2.5%  
 Max 500 words. Anything that Exceeds this limit will not be considered and therefore will not be scored. Please use font 'Arial' in font size 11.

Theme	Title or Titles of the measurement(s)/ SV Commitment(s) (as specified on your SV Charter)	Evidence of the commitments made and how these will be monitored?
Theme 4: Other Initiatives	Supporting Young Entrepreneurs into Business Start up and / or Market Trading	As part of the High Street Growth and Innovation Support Programme, we commit to a targeted social value initiative that nurtures the next generation of high street entrepreneurs. Specifically, we will offer up to five young individuals (aged 18–30) from Surrey the opportunity to join a free start-up training course focused on action required to start their business, followed by a dedicated 1:1 mentoring session to support their business market stall launch.

	<p>This commitment aligns strongly with Surrey County Council's economic and social priorities by:</p> <ul style="list-style-type: none"> <li>• Encouraging inclusive entrepreneurship</li> <li>• Building early-stage business skills in young people</li> <li>• Strengthening local markets and high street vitality</li> <li>• Supporting social mobility and access to enterprise pathways</li> </ul> <p><b>Alignment with Surrey's Economic Strategy</b> This initiative directly supports the following Surrey County Council economic growth priorities:</p> <ul style="list-style-type: none"> <li>• <b>Priority 1: Ensuring Surrey businesses have the workforce they need</b> By equipping young people with entrepreneurial skills and early trading experience, we are helping to build a pipeline of local talent with the confidence and practical ability to contribute to Surrey's future economy.</li> <li>• <b>Priority 2: Creating conditions for businesses to start, grow and thrive</b> Our market trader support programme offers practical, accessible entry points into self-employment. It removes cost barriers to training, provides hands-on mentoring, and accelerates business start-up through a low-risk market model.</li> <li>• <b>Priority 3: Enabling place-based economic growth</b> By encouraging new market traders and stalls, particularly in town centres and high street locations, we are contributing to local vibrancy, footfall, and the overall attractiveness of trading locations across the county.</li> </ul> <p>Supporting broader social goals around youth engagement, social inclusion, and entrepreneurship for underrepresented groups, particularly those not in education, employment or training (NEET), or those facing challenges entering traditional employment.</p> <p><b>Delivery and Monitoring</b> This social value initiative will be delivered as a complementary workstream alongside the core programme. We will:</p> <ul style="list-style-type: none"> <li>• <b>Promote the opportunity</b> in collaboration with Borough/District economic development teams</li> <li>• <b>Select up to five participants</b> based on their interest in trading, readiness to commit, and potential to benefit</li> <li>• <b>Deliver a practical start-up training course</b> (covering topics such as stock management, pricing, customer service, and marketing)</li> <li>• <b>Follow up with a 1:1 mentoring session</b>, matching each participant with an experienced market trader or retail mentor from our delivery team</li> <li>• <b>Support them to launch a trading pitch</b>, either in partnership with a local market operator, manager, organiser or via temporary retail space</li> </ul> <p>Each participant will receive a short development plan and post-support check-in to monitor progress. We will track:</p>
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	<ul style="list-style-type: none"> <li>• Participation numbers and demographics</li> <li>• Satisfaction and confidence gains (via short surveys)</li> <li>• Follow-through actions (e.g. setting up a stall or trialling a market pitch)</li> <li>• Qualitative case studies on each participant's journey</li> </ul> <p>We include a short Social Value Impact section within our programme's final report, summarising outcomes and capturing lessons learned for potential replication or scale-up. This initiative demonstrates our commitment to lasting, inclusive economic impact in Surrey not just through the direct support of existing businesses, but by creating opportunities for new entrepreneurs to take their first steps into retail, trade, and local economic participation</p>
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## PART 2 – CLARIFICATIONS

## Tender Clarifications and Amendments

For: High Street Growth and Innovation

### Please Note

- Tender Clarification Question (CQ) is from a tenderer and Tender Response (TR) is the Council's response to answering the query
- Tender Amendment (TA) is a change in the contract documents issued
- Tender Reminder is not a change but the Council highlighting information from the issued contract documents to the bidders



Clarification Question Number	Date	Tender Clarification Question from Suppliers (CQ)	Tender Response from the Council (TR)
CQ1	27/11/2025	Could you help us to clarify the following questions? Can SCC confirm whether a minimum number of workshops per district is expected, or is the provider free to design the engagement model as long as 40 businesses are reached?	The provider is free to design a model that they feel works for the minimum number of businesses engaged with and should provide a rationale for this.
CQ2	27/11/2025	Is SCC open to a blended model (some online sessions) if in-person remains primary?	Yes, a blended model would be acceptable providing there is a clear rationale and that the needs of the businesses are being met.
CQ3	27/11/2025	Can group sessions be held in shared locations for adjacent districts if justified (e.g., low density or venue constraints)?	Yes, this would be acceptable.
CQ4	27/11/2025	How is "improved capability" expected to be evidenced — pre/post assessments, surveys, CRM fields?	Improved capability can be evidenced in a number of ways, and we are not prescribing a single method. Examples include:

			pre- and post-support self-assessments, CRM notes demonstrating progress, and qualitative testimonials or case studies.
CQ5	27/11/2025	What is the exact structure required for the town-level evaluation reports?	We have not defined a structure for this and would anticipate that providers would use previous experience to help inform how best these could be structured. However, we would expect to see a report that assesses the performance, achievement and challenges, as well as highlighting next steps.
CQ6	27/11/2025	Is SCC expecting a uniform programme across all districts or customisation per local economic context?	We expect a consistent core programme offer to be delivered across all Districts and Boroughs. However, within this core structure, we also expect appropriate local tailoring to reflect the specific economic context, business mix, and needs of each town. Providers should work with District and Borough partners, BIDs and other local business associations to understand local priorities and adapt examples, case studies, emphasis, or engagement approaches accordingly.
CQ7	27/11/2025	Are there restrictions on travel costs or is this built into the lump-sum pricing?	Travel costs should be included within the supplier's pricing submission and clearly itemised in the pricing schedule. We are not applying separate restrictions or caps beyond the requirement that all costs must represent value for money.

CQ8	27/11/2025	Are providers allowed to reallocate budget between workshops, toolkits, marketing etc., provided outputs are met?	Yes.
CQ9	27/11/2025	What specific CRM fields are mandatory for business registration, attendance and outcome tracking?	The specific CRM and data fields will be finalised with the appointed supplier during programme mobilisation. However, suppliers should expect to collect and report on a core set of data fields, such as: Registered name, address, main contact, contact number, web site, email, sector, business size, number of employees.
CQ10	27/11/2025	Will the CRM allow exporting custom datasets for the final evaluation?	We can work with our CRM account manager to provide custom datasets. The exact dataset structure and any custom fields needed for the final evaluation will be agreed with the appointed supplier during mobilisation.
CQ11	27/11/2025	Will SCC provide contact lists, BID connections, and District/Borough introductions to help achieve the outputs?	Yes. Our BIDs and EDO connections have already expressed their interest in collaborating and we will introduce the successful bidder upon mobilisation.
CQ13	03/12/2025	Locations - does the authority have a specific list of places that should be included in the support programme, and if so can these be provided to bidders in the clarifications response on 4th December?	We require the programme to operate in a minimum of one town per District and Borough, giving at least 11 locations overall. We are open to suppliers proposing a recommended list of towns as part of their tender response, supported by a rationale (e.g., business density, footfall, local economic context, existing partnerships). The final list of towns will be agreed collaboratively

			with the appointed supplier during mobilisation.
CQ14	03/12/2025	Delivery Method - face-to-face delivery is specified - does the authority have a view on what other methods of delivery would be acceptable?	The primary delivery method must be in-person, face-to-face support within each town, as this is essential to meet the programme's place-based objectives. However, we are open to a variety of supplementary methods of delivery that would be informed by a rationale set out by the bidder based on their expertise and knowledge and understanding, such as online/hybrid workshops; follow-up support via phone/video, online community forums.
CQ15	03/12/2025	Access to Training Facilities - does the authority have any local facilities which could be available for use during the face-to-face workshop sessions, and if so are there any costs for hiring these?	We do not guarantee access to specific training or workshop facilities for this programme. Some Districts and Boroughs, BIDs, or other local partners may be able to offer suitable venues, subject to availability, but this will vary by area. Where free or low-cost space is available, we will help facilitate introductions once a supplier is appointed.
CQ16	03/12/2025	Current Provision - can the authority provide details of the current support provision which is available to local businesses?	Current support that is available can be found on Business Surrey through the Council's Growth Hub service. This includes; general business advice and guidance, online resources (such as toolkits and signposting) and 1:1 growth-focused support for SMEs.

			However, current provision does not include a dedicated place-based, high-street-focused programme delivered within individual town centres. This procurement is designed to fill that gap and complement existing support.
CQ17	03/12/2025	Payment Terms - are there any specific payment terms set out for this contract?	Payment terms will follow standard Surrey County Council contract payment arrangements, typically 30 days from receipt of a valid invoice. A payment schedule will be agreed with the successful supplier at mobilisation.
CQ18	03/12/2025	I have submitted our questions and wondered how we will receive the details of the full list of clarifications please? Will there be an email to direct us to a document?	Once we have received the appropriate responses, we shall insert an up to date clarification document to answer all queries.

### PART 3 – SOCIAL VALUE

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. In the event of an Extension, prior to the expiry of the Initial Period, the Council shall determine in consultation with the Service Provider a revised performance indicator applicable to the Social Value Requirements during the relevant Extension (“the **Updated Social Value KPI**”). For the avoidance of doubt, all references in this Contract to KPIs shall, from the commencement of the relevant Extension, include the Updated Social Value KPI.



## SCHEDULE D - DATA PROCESSING ACTIVITIES – NOT USED

<b>Categories of Data</b>	Please tick all relevant boxes and add more detail if required:	
	<b>Personal Data</b>	
	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):	
	<b>Special Categories of Personal Data</b>	
	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"/>
	<b>Criminal Offence Data</b>	
	allegations	<input type="checkbox"/>
	proceedings	<input type="checkbox"/>
	convictions	<input type="checkbox"/>
<b>Categories of Data Subjects</b>	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):	
<b>Processing Operations</b>	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):	
<b>Location of Processing Operations</b>	Please tick one box only:	
	UK	<input type="checkbox"/>
	EEA <sup>2</sup> (European Economic Area)	<input type="checkbox"/>
	Outside EEA (European Economic Area)	<input type="checkbox"/>
	If outside the EEA please provide details:	
<b>Identity of sub-contractors</b>	<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>	
<b>Purposes</b>	For the purpose of performing the Contract.	

<sup>2</sup> Details of countries in the EEA are available at the following website: [www.gov.uk/eu-eea](http://www.gov.uk/eu-eea)

	<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>	
<p><b>Duration</b></p>	<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>	

## 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 [in accordance with the Council’s DBS Checks for Contractors Policy].

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 Service Provider shall adhere to, hold copies of, and ensure that it and its Representatives are familiar with and follow, the current [[Pan Sussex Multi Agency Policy and Procedures for Safeguarding Adults at Risk produced by the Safeguarding Adults Boards of Brighton & Hove City Council, East Sussex County Council and West Sussex County Council updated June 2018 [and] the Sussex Child Protection and Safeguarding Procedures<sup>3</sup>] OR [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<sup>4</sup>] (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

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<sup>3</sup> BHCC, ESCC, WSCC

<sup>4</sup> SCC

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.

# High Street Growth and Innovation - Final Contract

Final Audit Report

2026-01-30

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