



**CONTRACT FOR THE PROVISION OF SERVICES RELATING TO CORPORATE AND HOUSING
FLOORCOVERINGS**

between

SHEFFIELD CITY COUNCIL

and

PYRAMIND LINOLEUM & CARPET CO LIMITED

Part 1 – Contract Particulars

Authority Reference No.	76052
Date	As at the date of the final signature.
Authority	The Sheffield City Council
Authority's address	Town Hall, Pinstone Street, Sheffield, S1 2HH
Authority Authorised Representative	<p>Name: Jason Peck Job Title: Contracts Manager Address: Building 5, Manor Lane Depot, Manor Way, Sheffield, S2 1TR Email: jason.peck@sheffield.gov.uk Phone: 01142735621</p>
Provider	Pyramid Linoleum & Carpet Co Limited, a company incorporated and registered in England and Wales with company number 05800800, whose registered office is at Crown House, 709 Chesterfield Road, Sheffield, S8 0SL.
Provider Authorised Representative	<p>Name: Mark Steer Job Title: Director Address: Crown House, 709 Chesterfield Road, Sheffield, S8 0SL Email: Mark.s@pyramidcarpets.co.uk Phone: 07960 518726</p>
Commencement Date	01 March 2026
Expiry Date	28 February 2030
Extension Period/s	Not Applicable
General Liability Cap	125% of the annual contract value
Required Insurances and minimum levels of indemnity	<p><u>Public Liability</u> £5,000,000 (five million pounds) each and every claim and in the annual aggregate.</p> <p><u>Employers' Liability</u> £10,000,000 (ten million pounds) each and every claim and in the annual aggregate.</p> <p><u>Product Liability</u></p>

	£5,000,000 (five million pounds) each and every claim and in the annual aggregate.
Special Losses	Not Applicable
Termination on notice period	90 Days
Authority's Mandatory Policies	<p>Equality, Diversity and Inclusion Policy Our commitment to equality Sheffield City Council E and D (sheffield.gov.uk)</p> <p>Modern Slavery Sheffield City Council Modern Slavery Strategy.pdf</p> <p>Health and Safety Health and safety enforcement in the workplace Sheffield City Council</p> <p>Whistleblowing Policy 6- Appendix B - Whistleblowing Policy.pdf (sheffield.gov.uk)</p> <p>Anti-Bribery Policy 7e. July 2022 revised anti bribery Policy.pdf (sheffield.gov.uk)</p> <p>Data Protection Policy Changes to the Constitution Report - Appendix D - Data Protection Policy 2019.pdf (sheffield.gov.uk)</p>
Regulated Activity	<p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>If Yes, Schedule 8– (Safeguarding) will apply.</p>
Authority Assets	Not Applicable
Authority Premises	Council Housing Estate Corporate Buildings
Schedules	<p>Schedule 1 (Services) shall always apply</p> <p>Schedule 2 (Provider Response) shall always apply</p> <p>Schedule 3 (Charges and Payments) shall always apply</p> <p>Schedule 4 (Data Protection) shall always apply</p> <p>Schedule 5 (KPIs) <input checked="" type="checkbox"/> applies <input type="checkbox"/> does not apply</p>

	Schedule 6 (Contract Management) <input checked="" type="checkbox"/> applies <input type="checkbox"/> does not apply Schedule 7 (Change Control) <input checked="" type="checkbox"/> applies <input type="checkbox"/> does not apply Schedule 8 (Safeguarding) <input checked="" type="checkbox"/> applies <input type="checkbox"/> does not apply Schedule 9 (Special Conditions) <input type="checkbox"/> applies <input checked="" type="checkbox"/> does not apply
--	---

Part 2 – Terms and Conditions

1. Definitions and Interpretation

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

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

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

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

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

Change in Law: any change in any Law which impacts on the performance of the Services, and which comes into force after the Commencement Date.

Charges: the charges which shall become due and payable by the Authority to the Provider in respect of the Services in accordance with the provisions of this Contract, as such charges are set out in Schedule 3 (Charges and Payments).

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

Commercially Sensitive Information: any information of a commercially sensitive nature relating to the pricing of the Services, the Provider's Intellectual Property Rights or the Provider's business operations which the Provider has indicated to the Authority that, if disclosed by the Authority, would cause the Provider significant commercial disadvantage or material financial loss.

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

- a) any information that would be regarded as confidential by a reasonable business person relating to: (i) the business, affairs, customers, suppliers

or plans of the disclosing party; and (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party;

- b) any information developed by the parties in the course of carrying out this Contract;
- c) any Commercially Sensitive Information.

Conflict of Interest: has the meaning given in section 81 of the Procurement Act 2023.

Connected Person: has the meaning given in paragraph 45, Part 3, Schedule 6 of Procurement Act 2023.

Contract: shall mean this Contract together with all applicable Schedules hereto and all documents referred to herein.

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

Dispute Resolution Procedure: the procedure set out in clause 22.

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

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

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

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

- a) acts of God, flood, drought, earthquake or other natural disaster;
- b) epidemic or pandemic;
- c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- d) nuclear, chemical or biological contamination or sonic boom;

- e) any law or action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition;
- f) collapse of buildings, fire, explosion or accident;

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

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

Information: has, for the purposes of clause 29, the meaning given under section 84 of FOIA.

Insolvency Event: where:

- a) the Provider suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- b) the Provider commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of the Provider with one or more other companies or the solvent reconstruction of that other party;
- c) the Provider applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
- d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Provider (being a company, limited liability partnership or partnership) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- e) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Provider (being a company, partnership or limited liability partnership);

- f) the holder of a qualifying floating charge over the assets of the Provider (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
- g) a person becomes entitled to appoint a receiver over the assets of the Provider or a receiver is appointed over the assets of the Provider;
- h) a creditor or encumbrancer of the Provider attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- i) any event occurs, or proceeding is taken, with respect to the Provider in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in (a) to (h) (inclusive);
- j) the Provider suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Law: the laws of England and Wales and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the provision of the Services or with which the Provider is bound to comply.

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

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

Necessary Consents: all approvals, certificates, authorisations, permissions, licences, permits, regulations and consents (whether statutory, regulatory, contractual or otherwise) necessary from time to time for the provision of the Services.

Prohibited Act: the following constitute Prohibited Acts:

- a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage as an inducement or reward for any improper performance of a relevant function or activity;
- b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Contract;
- c) committing any offence: (i) under the Bribery Act 2010; (ii) under legislation or common law concerning fraudulent acts; or (iii) of defrauding, attempting to defraud or conspiring to defraud the Authority;
- d) any activity, practice or conduct which would constitute one of the offences listed under (c) above, if such activity, practice or conduct had been carried out in the UK.

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

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

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

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

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

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

Remediation Notice: a written notice given by the Authority to the Provider pursuant to [Error! Bookmark not defined.](#)23.1 to initiate the Remediation Plan Process.

Remediation Plan: the plan agreed in accordance with [Error! Bookmark not defined.](#)23 (Default and Remediation) for the resolution of a Provider's default in complying with its obligations under this Contract, such plan to include timescales within which such defaults will be remedied.

Remediation Plan Process: the process for resolving certain of the Provider's defaults as set out in [Error! Bookmark not defined.](#)²³ (Default and Remediation).

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

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

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

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

Services: the services to be delivered by or on behalf of the Provider under this Contract, as more particularly described in Schedule 1 (Services).

Special Losses: those Losses (if any), described Part 1 – Contract Particulars, which the Authority may suffer in the event of a breach of contract by the Provider, arising from the particular significance of the Services, which are agreed to be recoverable by the Authority under this Agreement, as provided for in clause 20 (Limitation of Liability).

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

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

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

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

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

Termination Notice: any notice to terminate this Contract which is given by either party in accordance with clause 24 or clause 25.

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

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

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

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

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

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

- 1.1 Clause, schedule and paragraph headings shall not affect the interpretation of this Contract.
- 1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3 The schedules form part of this Contract and shall have effect as if set out in full in the body of this Contract and any reference to this Contract includes the schedules.
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 Unless expressly provided otherwise in this Contract, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted and includes any subordinate legislation made under it, in each case from time to time.
- 1.8 A reference to **writing** or **written** excludes fax but not e-mail.
- 1.9 Any obligation in this Contract on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.10 A reference to this Contract or to any other agreement or document is a reference to this Contract or such other agreement or document as varied from time to time.
- 1.11 References to clauses and schedules are to the clauses and schedules of this Contract and references to paragraphs are to paragraphs of the relevant schedule.

1.12 Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. Order of Precedence

2.1 This Contract comprises the following:

(a) the Part 1 – Contract Particulars;

DRAFT

- (b) Part 2 – Terms and Conditions;
- (c) the Schedules listed in the Part 1 – Contract Particulars.

2.2 If there is any conflict or ambiguity between the terms of the documents, they are to have the following order of priority:

- (a) Part 1 – Contract Particulars;
- (b) Schedule 9 (Special Conditions) (if any);
- (c) Schedule 8 (Safeguarding) (if applicable);

DRAFT

- (d) Part 2 – Terms and Conditions;
- (e) Schedule 4 (Data Protection);
- (f) the remaining applicable Schedules (other than Schedule 2 (Provider Response));
and
- (g) Schedule 2 (Provider Response).

Where there is any conflict or inconsistency between the provisions of this Contract and the requirements of a Necessary Consent, then the latter shall prevail, provided that the Provider has made all reasonable attempts to obtain a Necessary Consent in line with the requirements of the Services and the Provider has notified the Authority in writing.

3. Commencement and duration

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

4. Due diligence and Provider's warranty

- 4.1 The Provider acknowledges and confirms that:
 - (a) the Authority has delivered or made available to the Provider all of the information and documents that the Provider considers necessary or relevant for the performance of its obligations under this Contract;
 - (b) it has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied or made available to it by or on behalf of the Authority pursuant to clause 4.1(a);
 - (c) it has satisfied itself (whether by inspection or having raised all relevant due diligence questions with the Authority before the Commencement Date) of all relevant details relating to the performance of its obligations under this Contract (including without limitation, where applicable, the suitability of Authority Premises); and
 - (d) it has entered into this Contract in reliance on its own due diligence.
- 4.2 No representations, warranties or conditions are given or assumed by the Authority in respect of any information which is provided to the Provider by the Authority and any

such representations, warranties or conditions are excluded, save to the extent that such exclusion is prohibited by law.

4.3 The Provider:

- (a) warrants and represents that all information and statements made by the Provider, including without limitation the Provider Response or response to any procurement process or pre-qualification questionnaire (if applicable), remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Authority prior to execution of the Contract; and
- (b) shall promptly notify the Authority in writing if it becomes aware during the performance of this Contract of any inaccuracies in any information provided to it by the Authority during such due diligence which materially and adversely affects its ability to perform the Services.
- (c) shall promptly notify the Authority in writing if, during the Term:
 - (i) the Provider, the Provider's Connected Persons or any Sub-Contractor is placed on the list of suppliers referred to in section 62 of the Procurement Act 2023;
 - (ii) a mandatory exclusion ground or discretionary exclusion ground applies to the Provider, the Provider's Connected Persons or any Sub-Contractor.
- (d) shall:
 - (i) take action to ensure that neither the Provider nor the Provider Personnel are placed in the position of an actual or potential Conflict of Interest; and
 - (ii) must promptly notify and provide details to the Authority if an actual, perceived or potential Conflict of Interest happens or is expected to happen.

The Authority will consider whether there are any reasonable steps that can be put in place to mitigate an actual, perceived or potential Conflict of Interest. If, in the reasonable opinion of the Authority, such steps do not or will not resolve an actual or potential Conflict of Interest, the Authority may terminate this Contract immediately by giving notice in writing to the Provider.

- 4.4 The Provider shall not be entitled to recover any additional costs or charges from the Authority arising as a result of, nor be relieved from any of its obligations under this Contract on the ground of, any matters or inaccuracies notified to the Authority by the Provider in accordance with clause 4.3(b), save where such additional costs or adverse effect on performance have been caused by the Provider having been provided with

fundamentally misleading information by or on behalf of the Authority and the Provider could not reasonably have known that the information was incorrect or misleading at the time such information was provided.

5. Services

5.1 The Provider shall provide the Services to the Authority with effect from the Commencement Date for the duration of the Term in accordance with the provisions of this Contract.

5.2 In providing the Services, the Provider shall at all times:

- (a) perform the Services with the highest level of care, skill and diligence in accordance with Best Industry Practice;
- (b) ensure that all goods, materials, standards and techniques used in providing the Services are of the best quality and are free from defects in workmanship, installation and design;
- (c) obtain, maintain and comply with all Necessary Consents at its own cost (unless otherwise agreed in writing with the Authority);
- (d) allocate sufficient resources to provide the Services in accordance with the terms of this Contract;
- (e) ensure that any of the Provider's Personnel who are engaged in the provision of any of the Services shall, if required by the Authority, attend such meetings at the premises of the Authority or elsewhere as may be reasonably required by the Authority; and
- (f) provide such reasonable co-operation and information in relation to the Services to such of the Authority's other suppliers as the Authority may reasonably require for the purposes of enabling any such person to create and maintain any interfaces reasonably required by the Authority.

6. Key Performance Indicators (KPIs)

6.1 Where the Services are stated in Part 1 – Contract Particulars to be subject to key performance indicators, Schedule 5 (KPIs) shall apply.

7. Use of Authority Premises and Assets

7.1 If the performance of the Services require the Provider to access certain Authority Premises, such Authority Premises shall be listed in Part 1 – Contract Particulars and

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

- 7.2 The licence granted pursuant to clause 7.1 shall terminate immediately at the end of the Term.
- 7.3 The Provider shall ensure that when visiting or using the Authority Premises, the Provider Personnel shall:
- (a) keep the Authority Premises clean, tidy and properly secure;
 - (b) co-operate as far as may be reasonably necessary with the Authority's employees;
 - (c) act in such a way as to avoid causing unreasonable or unnecessary disruption to the routine and procedures of the Authority; and
 - (d) comply with all the rules and regulations that the Authority notifies to the Provider from time to time relating to the use and security of the Authority Premises.
- 7.4 The Provider shall ensure that the Provider Personnel shall not:
- (a) obstruct access to the Authority Premises, or any part of them; or
 - (b) do or permit to be done on the Authority's Premises anything which is illegal or which may be or become a nuisance, damage, inconvenience or disturbance to the Authority or the occupiers of or visitors to the Authority Premises.
- 7.5 If the performance of the Services requires the Provider to use certain Authority Assets, such Authority Assets shall be listed in Part 1 – Contract Particulars.
- 7.6 The Provider shall ensure that any Authority Assets are:
- (a) used with all reasonable care and skill and in accordance with any manufacturer guidelines or instructions;
 - (b) kept properly secure; and
 - (c) not removed from the Authority Premises unless expressly permitted under this agreement or agreed in writing by the Authority's Authorised Representative.

7.7 The Authority shall maintain and repair the Authority Assets but where such maintenance, repair or need for replacement arises directly from the act, omission, default or negligence of the Provider's Personnel (fair wear and tear excluded) the costs incurred by the Authority in maintaining and repairing the same shall be recoverable from the Provider as a debt.

8. Provider's Personnel

8.1 At all times, the Provider shall ensure that:

- (a) each of the Provider's Personnel is suitably qualified, skilled and adequately trained and capable of providing the applicable Services in respect of which they are engaged;
- (b) there is an adequate number of Provider's Personnel to provide the Services properly;
- (c) only those people who are authorised by the Provider are involved in providing the Services; and
- (d) all of the Provider's Personnel comply with the Mandatory Policies.

8.2 The Authority may refuse to grant access to, and remove, any of the Provider's Personnel who do not comply with any of the Mandatory Policies, or if they otherwise present a security threat.

8.3 The Provider shall replace any of the Provider's Personnel whom the Authority reasonably considers have failed to carry out their duties with reasonable skill and care. Following the removal of any of the Provider's Personnel for any reason, the Provider shall ensure such person is replaced promptly with another person with the necessary training and skills to meet the requirements of the Services.

8.4 The Provider shall maintain up-to-date personnel records on the Provider's Personnel engaged in the provision of the Services and shall provide information to the Authority as the Authority reasonably requests on the Provider's Personnel. The Provider shall ensure that the Provider's Personnel cannot be individually identified from the information so provided.

8.5 The Provider shall use its reasonable endeavours to ensure continuity of personnel and to ensure that the turnover rate of its staff engaged in the provision or management of the Services is at least as good at the prevailing industry norm for similar services, locations and environments.

9. Safeguarding

If the Part 1 – Contract Particulars state that the Services include a Regulated Activity the provisions of Schedule 8 (Safeguarding) shall apply to this Contract.

10. Compliance with laws and policies

10.1 In performing its obligations under this Contract, the Provider shall at all times comply with:

- (a) all applicable Law;
- (b) the Mandatory Policies.

10.2 The Provider shall maintain such records as are necessary pursuant to the Laws and Mandatory Policies and shall promptly on request make them available for inspection by any relevant authority that is entitled to inspect them and by the Authority (or its authorised representative).

10.3 Without limiting the generality of the obligation under clause 10.1, the Provider shall (and shall procure that the Provider's Personnel shall) perform its obligations under this Contract (including those in relation to the Services) in accordance with all applicable Law regarding health and safety.

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

10.5 Without limiting the general obligation set out in clause 10.1, the Provider shall (and shall procure that the Provider's Personnel shall):

- (a) perform its obligations under this Contract (including those in relation to the Services) in accordance with:
 - (i) all applicable equality Law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise);
 - (ii) the Authority's equality and diversity policy as provided to the Provider from time to time;

- (iii) any other requirements and instructions which the Authority reasonably imposes in connection with any equality obligations imposed on the Authority at any time under applicable equality Law;
 - (b) take all necessary steps, and inform the Authority of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or any successor organisation.
- 10.6 The Provider shall monitor and shall keep the Authority informed in writing of any changes in the Law which may impact the Services and shall provide the Authority with timely details of measures it proposes to take and changes it proposes to make to comply with any such changes.
- 10.7 The Provider shall neither be relieved of its obligations to supply the Services in accordance with the terms of this Contract nor be entitled to an increase in the Charges as the result of a Change in Law.
- 11. Assignment and other dealings**
- 11.1 The Authority may at any time assign, novate, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Contract, provided that it gives prior written notice of such dealing to the Provider.
- 11.2 The Provider shall not assign, transfer, novate, mortgage, charge, subcontract (unless permitted pursuant to clause 12), delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Contract without the prior written consent of the Authority (such consent not to be unreasonably withheld or delayed).
- 12. Sub-Contracting**
- 12.1 In the event that the Provider wishes to enter into Sub-Contracts for the performance of the Services, it shall submit a written request to the Authority for approval.
- 12.2 To help the Authority reach a decision on a proposed Sub-Contract, the Authority may request (and the Provider shall provide) a copy of the proposed Sub-Contract, together with any other information that the Authority may reasonably require about the proposed Sub-Contractor and the impact of the proposed Sub-Contract on this Contract.

- 12.3 If the Authority agrees that the Provider may subcontract its obligations, the Provider shall implement an appropriate system of due diligence, audit and training designed to ensure the Sub-Contractor's compliance with the Mandatory Policies.
- 12.4 In the event that the Authority agrees for the Provider to enter into any Sub-Contract in connection with this Contract, the Provider shall:
- (a) remain responsible for all acts and omissions of its Sub-Contractors and the acts and omissions of those employed or engaged by the Sub-Contractors as if they were its own;
 - (b) procure and impose obligations on its Sub-Contractor via a legally binding arrangement on the same terms as those imposed on it pursuant to this Contract (or such other terms agreed or requested by the Authority) and procure that the Sub-Contractor complies with such terms;
 - (c) ensure the Sub-Contract includes a provision which obliges the Provider to pay the Sub-Contractor within 30 days of receipt of a valid and undisputed invoice;
 - (d) where instructed by the Authority, include a warranty in the Sub-Contract from the Sub-Contractor in favour of the Authority, in such format and on such terms as specified by the Authority;
 - (e) where instructed by the Authority, cease sub-contracting to any Sub-Contractor that has become an excluded or excludable supplier as defined in section 57 of the Procurement Act 2023 and if required, the Provider shall promptly identify and engage an alternative sub-contractor who is not an excluded or excludable supplier under section 57 of the Procurement Act 2023.
 - (f) provide a copy, at no charge to the Authority, of any such final signed Sub-Contract on receipt of a request for such by the Authority's Authorised Representative.

The Provider shall, upon request, provide the Authority with such evidence as the Authority reasonably requires to satisfy itself that the Provider is complying with this clause 12.4.

- 12.5 The Authority may require the Provider to terminate a Sub-Contract where the acts or omission of the relevant Sub-Contractor have given rise to the Authority's right of termination of this Contract pursuant to clause 24.1 or if there is a change of control of a Sub-Contractor (within the meaning of section 1124 of the Corporation Tax Act 2010) or the Sub-Contractor suffers an Insolvency Event.

13. Change control, benchmarking and continuous improvement

- 13.1 If Part 1 – Contract Particulars state that Schedule 7 (Change Control) shall apply, then any requirement for a change shall be subject to the change control procedure as set out in that Schedule 7 (Change Control).
- 13.2 The Provider shall throughout the Term seek ways to derive efficiencies with respect to delivery of the Services and use all reasonable endeavours to ensure that the Authority receives the benefit of any such efficiencies.
- 13.3 Where the Provider identifies a potential efficiency:
- (a) it shall promptly inform the Authority and shall advise the Authority whether, in the Provider's professional opinion, the implementation of any change necessary to enable the Authority to enjoy that benefit is desirable (in view of quality, reliability and other relevant factors as well as price); and
 - (b) if the Authority concludes that the implementation of the necessary change is desirable, the Provider shall implement the change.
14. No variation of this Contract shall be effective unless it is in writing and signed by the parties.

15. Review and monitoring

- 15.1 Each party shall nominate an Authorised Representative (as listed and amended from time to time) in Part 1 – Contract Particulars who will have authority to act on its behalf and contractually bind it in respect of all matters relating to the performance of this Contract. The Authorised Representatives will co-ordinate and manage monitoring of the Services and work with each other to address any problems that arise in connection with the Services.
- 15.2 Each party shall use all reasonable endeavours to ensure that the same person acts as its Authorised Representative throughout the Term, but may, following reasonable notice to the other party, replace that person from time to time where reasonably necessary in the interests of its business.
- 15.3 If the Part 1 – Contract Particulars state that additional contract management duties in Schedule 6 (Contract Management) apply then the provisions of Schedule 6 (Contract Management) shall apply.

16. Audit

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

17. Charges, invoicing and payment

- 17.1 Subject to the compliant delivery of the Services, the Authority shall pay the Charges to the Provider in accordance with Schedule 3 (Charges and Payments).
- 17.2 Subject to any agreed potential increase in Charges during the Term as set out in Schedule 3 (Charges and Payments) the Charges:
- (a) shall remain fixed during the Term; and
 - (b) are the entire price payable by the Authority to the Provider in respect of the Services and include, without limitation, any royalties, consents, licence fees, supplies and all consumables used by the Provider, travel costs, accommodation expenses and the cost of Provider's Personnel.
- 17.3 Following compliant delivery of the Services, the Provider shall invoice the Authority for payment of the Charges at the time the Charges are expressed to be payable in accordance with Schedule 3 (Charges and Payments). All invoices must contain the following

information (along with other such information as the Authority may inform the Provider from time to time):

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

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

17.4 Subject to clause 17.5 below, where the Provider submits an invoice to the Authority in accordance with [Error! Bookmark not defined.](#)17.3, the Authority shall pay the Provider any Charges due under that invoice:

- (a) within 30 days of receipt; or
- (b) if the invoice specifies a due date later than the date of receipt, within 30 days of the due date specified in the invoice.

17.5 The 30-day payment obligation in clause 17.4 above shall not apply where:

- (a) the Authority considers the invoice is invalid; and/or
- (b) the Authority disputes the invoice,

and in such cases, the Authority shall notify the Provider without undue delay.

17.6 The 30-day payment terms set out in clauses 17.4 and 17.5 above shall also apply to payment under every Sub-Contract the Provider enters into which is substantially for the purpose of performing (or contributing to the performance of) all or any part of this contract. In applying those 30-day payment terms to such Sub-Contracts, references to "the Authority" above shall be construed as references to "the Provider", and references to "the Provider" shall be construed as references to the relevant Sub-Contractor. The Provider shall promptly provide, upon request from the Authority, such evidence as the

Authority reasonably requires in order to demonstrate the Provider's compliance with this clause.

- 17.7 Where any party disputes any sum to be paid by it then a payment equal to the sum not in dispute shall be paid and the dispute as to the sum that remains unpaid shall be determined in accordance with clause 22 (Dispute Resolution). Provided that the sum has been disputed in good faith, interest due on any sums in dispute shall not accrue until 10 Working Days after resolution of the dispute between the parties.
- 17.8 Subject to clause 17.7, interest shall be payable on the late payment of any undisputed Charges properly invoiced under this Contract in accordance with clause 18 (Interest). The Provider shall not suspend the supply of the Services if any payment is overdue unless it is entitled to terminate this Contract under clause 24.3 (Termination) for failure to pay undisputed charges.
- 17.9 The Charges are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Authority following delivery of a valid VAT invoice. The Provider shall indemnify the Authority against any liability (including any interest, penalties or costs incurred) which is levied, demanded or assessed on the Authority at any time in respect of the Provider's failure to account for, or to pay, any VAT relating to payments made to the Provider under this Contract.
- 17.10 The Provider shall maintain complete and accurate records of, and supporting documentation for, all amounts which may be chargeable to the Authority pursuant to this Contract. Such records shall be retained for inspection by the Authority for 6 years from the end of the Contract Year to which the records relate.
- 17.11 The Authority may at any time, set off any liability of the Provider to the Authority against any liability of the Authority to the Provider, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Contract. Any exercise by the Authority of its rights under this clause shall not limit or affect any other rights or remedies available to it under this Contract or otherwise.
- 17.12 Except as otherwise provided in this Contract, the parties shall each bear their own costs and expenses incurred in respect of compliance with their obligations under this Contract.

18. Interest

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

- (a) Rate: 4% a year above the Bank of England's base rate, but at 4% a year for any period when that base rate is below 0%.
- (b) Period: From when the overdue sum became due, until it is paid.

19. Indemnity

19.1 In this clause 19:

- (a) a reference to the Authority shall include the Authority's employees and members, and the provisions of this clause shall be for the benefit of such persons, and shall be enforceable by each such, in addition to the Authority;
- (b) without affecting the generality of clause 8 (*Provider Personnel*) a reference to any acts or omissions of the Provider includes the acts or omissions of Provider Personnel, to the intent that the Provider shall be entirely responsible for the acts or omissions of Provider Personnel.

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

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

19.3 Liability under the indemnity in this clause 19 is limited under clause 20 (*Limitation of Liability*) to the extent provided in that clause.

20. Limitation of Liability

20.1 The provisions of this clause 20:

- (a) apply to every liability arising under or in connection with this Agreement including liability in contract, tort, misrepresentation, restitution or otherwise;
 - (b) do not apply in respect of any liability arising from deliberate default.
- 20.2 The liability of the Provider under the indemnities in clauses 17.9 (VAT), 27.6 (TUPE), 32.2 (IPR); 34 (Prevention of Bribery); clause 30 (Data Protection) and Schedule 4 (Data Protection) is unlimited.
- 20.3 Neither party limits or excludes its liability for:
 - (a) fraud or fraudulent misrepresentation;
 - (b) death or personal injury caused by negligence;
 - (c) breach of any obligation as to title implied by statute; or
 - (d) any other liability which may not be limited under any applicable Law.
- 20.4 Subject to clauses 20.1, 20.2, 20.3 and 20.5, neither party shall be liable to the other for:
 - (a) any indirect, special or consequential loss; or
 - (b) any loss of profits, turnover, business opportunities or damage to goodwill; arising under or in connection with this Agreement.
- 20.5 Notwithstanding the provisions of clause 20.4, but subject to clause 20.6, the Provider assumes responsibility for and acknowledges that the Authority may recover:
 - (a) sums paid by the Authority to the Provider pursuant to this Agreement, in respect of any Services not provided in accordance with the Agreement;
 - (b) additional operational and/or administrative costs and expenses;
 - (c) additional costs of procuring and implementing replacements for, or alternatives to, the Services, including the differential costs of such services, consultancy costs, additional costs of management time and other personnel costs;

- (d) Losses incurred by the Authority arising out of or in connection with any claim, demand, fine, penalty, action, investigation or proceeding by any third party (including any Service User, Provider Personnel or regulator) against the Authority caused by the act or omission of the Provider;
- (e) the Special Losses.

20.6 Subject to clauses 20.1, 20.2 and 20.3, the liability of the Provider under this Contract is subject to the following financial limits:

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

For the avoidance of doubt, the caps on liability in clause 20.6(a) shall not be affected by any failure by the Provider to effect and maintain the Required Insurances.

20.7 Subject to clauses 20.1, 20.2 and 20.3, the total aggregate liability of the Authority for all Losses in any Contract Year, other than in respect of the Payments, shall in no event exceed the General Liability Cap referred to in the Particulars.

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

21. Insurance

21.1 The Provider shall, prior to the Commencement Date, at its own cost effect the Required Insurances with generally recognised, reputable insurance companies, on terms which would pay out claims in relation to the indemnity given by the Provider in clause 19 (*Indemnity*) where relevant, and shall maintain such insurances for the durations set out in clause 21.8.

- 21.2 The Provider shall ensure the inclusion in each insurance policy for public liability and employers’ liability insurance of an indemnity to principal clause.
- 21.3 The Provider shall give the Authority, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the Required Insurances are in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 21.4 If, for whatever reason, the Provider fails to give effect to and maintain the Required Insurances, the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Provider.
- 21.5 The terms of any insurance or (without prejudice to clauses 20.6(a) (*Limitation of Liability*)) the amount of cover shall not relieve the Provider of any liabilities under the Agreement.
- 21.6 The Provider shall ensure that any sub-contractors also maintain adequate insurance having regard to the obligations under this Agreement which they are contracted to fulfil.
- 21.7 The Provider shall:
- (a) do nothing to invalidate any insurance policy or to prejudice the Authority's entitlement under it; and
 - (b) notify the Authority forthwith if any policy is (or will be) cancelled or its terms are (or will be) subject to any material change or void.
- 21.8 The Provider shall hold and maintain the applicable Required Insurances for the following durations:

Type of Insurance	Duration of Cover
Public Liability	The duration of the Term.
Product Liability	The duration of the contract delivery period plus 12 years thereafter if this Contract is by deed or 6 years thereafter if this Contract is signed under hand.
Employers’ Liability	The duration of the Term.

22. Dispute Resolution

22.1 If a dispute arises out of or in connection with this Contract or the performance, validity or enforceability of it (**Dispute**) then, except as expressly provided in this Contract, the parties shall follow the procedure set out in this clause 22:

- (a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, the Authorised Representatives shall attempt in good faith to resolve the Dispute;
- (b) if the Authorised Representatives are for any reason unable to resolve the Dispute within 30 Working Days of service of the Dispute Notice, the Dispute shall be referred to the Authority's applicable executive director or equivalent and the Provider's appropriate executive directors who shall attempt in good faith to resolve it;
- (c) if the Authority's executive director and the Provider's executive directors are for any reason unable to resolve the Dispute within 20 Working Days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the *CEDR Model Mediation Procedure*. Unless otherwise agreed between the parties within 15 Working Days of referral of the Dispute Notice, the mediator will be nominated by CEDR. To initiate the mediation, a party must serve notice in writing (**ADR notice**) to the other party to the Dispute, referring the dispute to mediation.
- (d) Unless otherwise agreed between the parties, the mediation will start not later than 20 Working Days after the date of the ADR notice.

22.2 The commencement of mediation shall not prevent the parties commencing or continuing court proceedings.

22.3 If for any reason the Dispute is not resolved within 20 Working Days of commencement of the mediation, the Dispute shall be referred to and finally resolved by the courts of England and Wales in accordance with clause 42.

23. Default and Remediation

23.1 Subject to Clause 23.2, if the Provider is in default in complying with any of its obligations under this Contract and the default is capable of remedy, the Authority may not terminate this Contract without first operating the Remediation Plan Process as set out in this clause 23. If the Provider commits such a default, the Authority shall give a Remediation Notice

to the Provider which shall specify the default in outline and the actions the Provider needs to take to remedy the default.

- 23.2 The Authority shall be under no obligation to initiate the Remediation Plan Process if it issues a notice to terminate in the circumstances set out in clause 24.1(a), clause 24.1(d), clause 24.1(e), clause 24.1(f), clause 24.1(g) and clause 24.1(i).
- 23.3 Within 15 Working Days of receipt of a Remediation Notice, the Provider shall:
- (a) remedy any issues set out in the Remediation Notice if such issues are capable of being remedied within such timescale; or
 - (b) if such issues are not capable of remedy within 15 Working Days, submit a draft Remediation Plan with a proposed timescale for remedy, even if it disputes that it is responsible for the matters which are the subject of the Remediation Notice; or
 - (c) inform the Authority that it does not intend to submit a Remediation Plan, in which event the Authority shall be entitled to serve a Termination Notice.
- 23.4 The Authority shall either approve the draft Remediation Plan within 10 Working Days of its receipt pursuant to Clause 23.3(a), or it shall inform the Provider why it cannot accept the draft Remediation Plan. In such circumstances, the Provider shall address all such concerns in a revised Remediation Plan, which it shall submit to the Authority within 5 Working Days of its receipt of the Authority's comments. If no such notice is given, the Provider's draft Remediation Plan shall be deemed to be agreed.
- 23.5 Once agreed, the Provider shall immediately start work on the actions set out in the Remediation Plan and complete all remedial actions within the timescales set out in the Remediation Plan.
- 23.6 If, despite the measures taken under clause 23.4, a Remediation Plan cannot be agreed within 15 Working Days then the Authority may elect to end the Remediation Plan Process and serve a Termination Notice.
- 23.7 If a Remediation Plan is agreed between the parties, but the Provider fails to implement or successfully complete the Remediation Plan by the required completion date, the Authority may:
- (a) terminate this Contract by serving a Termination Notice;
 - (b) give the Provider a further opportunity to resume full implementation of the Remediation Plan; or

(c) refer the matter for resolution under the Dispute Resolution Procedure.

23.8 If, despite the measures taken under clause 23.7, the Provider fails to implement the Remediation Plan in accordance with its terms, the Authority may elect to end the Remediation Plan Process and refer the matter for resolution by the Dispute Resolution Procedure or serve a Termination Notice.

23.9 The Authority shall not be obliged to follow the Remediation Plan Process if there is a repetition of substantially the same default by the Provider as had previously been addressed in a Remediation Plan within a period of 6 months following the conclusion of such previous Remediation Plan. In such event, the Authority may serve a Termination Notice.

24. Termination

24.1 Without affecting any other right or remedy available to it, and subject to **Error! Bookmark not defined.**23, the Authority may terminate this Contract with immediate effect or on the expiry of the period specified in the Termination Notice by giving written notice to the Provider if one or more of the following circumstances occurs or exists:

- (a) if the Provider is in material breach of this Contract, which is irremediable;
- (b) the parties fail to agree the Remediation Plan in accordance with the Remediation Plan Process;
- (c) the Provider fails to implement or successfully complete the Remediation Plan in accordance with the Remediation Plan Process;
- (d) the circumstances referred to in clause 23.9 occur;
- (e) if there is an Insolvency Event;
- (f) if there is a change of control of the Provider within the meaning of section 1124 of the Corporation Tax Act 2010 to which the Authority reasonably objects, provided that the Authority serves its Termination Notice within 3 months of the date on which the Provider informs the Authority (by written notice) of the change of control or on which the Authority otherwise becomes aware of the change of control;
- (g) the Authority considers that this Contract has been awarded or modified in material breach of the Procurement Act 2023 or regulations made under it;
- (h) the Provider has, since the award of this Contract, become an excluded supplier or excludable supplier as defined in section 57 of the Procurement Act 2023

(including by reference to an associated person (as defined in section 26(4) of the Act));

- (i) a Sub-Contractor (other than an associated person) to which the Provider is sub-contracting the performance of all or part of this Contract is an excluded or excludable supplier as defined in section 57 of the Procurement Act 2023; or
- (j) the Provider has failed to enter into a legally binding agreement with a supplier, having been directed by the Authority to do so under sections 72(2) or 72(3)(b) of the Procurement Act 2023.

24.2 Before terminating this Contract under clauses 24.1(g), 24.1(h), or 24.1(i) above, the Authority shall firstly:

- (a) notify the Provider of its intention to terminate;
- (b) specify which termination ground/s applies and why the Authority has decided to terminate this Contract; and
- (c) give the Provider a reasonable opportunity to make representations about (i) whether a termination ground applies, and (ii) the Authority's decision to terminate

24.3 Before terminating this Contract under clause 24.1(i) above, the Authority shall firstly give the Provider reasonable opportunity under clause 12.4(e) to cease sub-contracting to the relevant Sub-Contractor and, if necessary, appoint an alternative Sub-Contractor who is not an excluded or excludable supplier as defined in section 57 of the Procurement Act 2023.

24.4 Either party may, during the continuance of a Force Majeure Event, terminate this Contract if the circumstances in clause 33.6 arise.

24.5 The Provider may terminate this Contract in the event that the Authority fails to pay undisputed Charges of that have been overdue for payment for a period of 60 days or more, by giving 30 days' written notice to the Authority. In the event that the Authority pays the undisputed Charges in the 30-day notice period, the Provider's notice to terminate this Contract shall be deemed to have been withdrawn.

25. Termination on notice

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

26. Consequences of termination or expiry

26.1 On the expiry of the Term or if this Contract is terminated for any reason the Provider shall co-operate fully with the Authority to ensure an orderly migration of the Services to the Authority or, at the Authority's request, a Replacement Provider.

26.2 On termination or expiry of this Contract the Provider shall procure that all data and other material belonging to the Authority (and all media of any nature containing information and data belonging to the Authority or relating to the Services), shall be delivered to the Authority forthwith and the Provider shall certify full compliance with this clause.

27. Any provision of this Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry, including clause Error! Reference source not found. (Liability and Indemnity), clause 20 (Limitation of Liability

27.1 The provisions of this clause 20:

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

27.2 The liability of the Provider under the indemnities in clauses 17.9 (VAT), 27.6 (TUPE), 32.2 (IPR); 34 (Prevention of Bribery); clause 30 (Data Protection) and Schedule 4 (Data Protection) is unlimited.

27.3 Neither party limits or excludes its liability for:

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

27.4 Subject to clauses 20.1, 20.2, 20.3 and 20.5, neither party shall be liable to the other for:

- (a) any indirect, special or consequential loss; or

(b) any loss of profits, turnover, business opportunities or damage to goodwill; arising under or in connection with this Agreement.

27.5 Notwithstanding the provisions of clause 20.4, but subject to clause 20.6, the Provider assumes responsibility for and acknowledges that the Authority may recover:

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

27.6 Subject to clauses 20.1, 20.2 and 20.3, the liability of the Provider under this Contract is subject to the following financial limits:

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

For the avoidance of doubt, the caps on liability in clause 20.6(a) shall not be affected by any failure by the Provider to effect and maintain the Required Insurances.

- 27.7 Subject to clauses 20.1, 20.2 and 20.3, the total aggregate liability of the Authority for all Losses in any Contract Year, other than in respect of the Payments, shall in no event exceed the General Liability Cap referred to in the Particulars.
- 27.8 Each party shall at all times take all reasonable steps to minimise and mitigate any loss or damage arising out of or in connection with this Agreement, including any losses for which the relevant party is entitled to bring a claim against the other party pursuant to the indemnities in this Agreement.
- 27.9 Insurance), clause 30 (Freedom of information and transparency and transparency), clause 31 (Data protection), clause 32 (Confidentiality), clause 16 (Audit) and this clause 26 (Consequences of termination or expiry), shall remain in full force and effect.
- 27.10 Termination or expiry of this Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the Termination Date.

28. TUPE

- 28.1 The Provider shall comply with its obligations under TUPE in respect any Relevant Transfer which occurs by reason of this Contract and (without affecting the generality of clause 12 (Sub-Contracting) shall procure that all Sub-Contractors (1) so comply, and (2) comply with like requirements to those in this clause 28, for the benefit of the Authority and of any Replacement Provider.
- 28.2 Without prejudice to clause 26 (Consequences of termination or expiry) the Provider shall give the Authority and any Replacement Provider, in connection with a Relevant Transfer (or possible such transfer), such assistance as may be reasonably required, including by the timely provision of:
- (a) information to support an analysis as to whether there may be a Relevant Transfer, including regarding organisational groupings of Workers, the assignment of Workers, staffing rotas and the job descriptions of Workers;
 - (b) information required by the Authority to support a procurement exercise in respect of Replacement Services, including such particulars and in such format as the Authority (in its discretion) considers necessary;
 - (c) Employee Liability Information (as defined and required by TUPE);
 - (d) the records required to be kept by an employer under the National Minimum Wage Regulations 2015, at the date of the Relevant Transfer.

- 28.3 The Provider shall supply the information referred to in clauses 28.2(a), 28.2(b), 28.2(c) and 28.2(d):
- (a) as soon as reasonably possible following the Termination Date and in any event within 10 Working Days of the Authority's request, which request may be made, in relation to clauses 28.2(a) and 28.2(b) at any time in the 9 months before Expiry Date of this Contract;
 - (b) in the event of Termination, as soon as reasonably possible following the relevant request, and in any event:
 - (i) within 5 Working Days of such request, in the event of immediate termination;
 - (ii) otherwise, within 10 Working Days of such request.
- 28.4 The Provider shall ensure that it has all necessary legal authority to pass any information that is required to be supplied under this clause 28 to the Authority and any Replacement Provider. The Authority's assumption is that for the purpose of clause 28.2(a) and 28.2(b) personal data (as defined in Data Protection Legislation) will be pseudonymised.
- 28.5 After the date of supply of the information required by clause 28.2, the Provider shall:
- (a) notify the Authority, with particulars, of any change in the clause 28.2(a) information;
 - (b) not, by reference to the clause 28.2(b) information, other than in the ordinary course of business or in accordance with contractual entitlements of Workers, without the prior consent of the Authority:
 - (i) increase or decrease the number and/or the remuneration of Workers;
 - (ii) transfer any Workers to business other than the Services;and shall in the event of any change, promptly provide updated information;
 - (c) promptly provide updated clause 28.2(c) information, as required by TUPE.
- 28.6 The Provider shall indemnify the Authority and any Replacement Provider against all losses arising directly or indirectly out of a breach of this clause 27 or inaccuracies in or omissions from any information provided hereunder.

29. Notices

- 29.1 Any notice given to a party under or in connection with this contract shall be in writing marked for the attention of the party's Authorised Representative and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by email.

29.2 Any notice shall be deemed to have been received:

- (a) If delivered by hand, at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Working Day after posting; or
- (c) if sent by email, at the time of transmission, or if this time falls outside Working Hours in the place of receipt, when Working Hours resume.

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

30. Freedom of information and transparency

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

- (a) provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and EIRs;
- (b) promptly transfer to the Authority all Requests for Information relating to this Contract and in any event within 2 Working Days of receipt;
- (c) provide the Authority with a copy of all Information belonging to the Authority requested in the Request for Information which is in its possession or control in the form that the Authority requires within 3 Working Days (or such other period as the Authority may reasonably specify) of the Authority's request for such Information; and
- (d) not respond directly to a Request for Information unless authorised in writing to do so by the Authority.

30.2 The Provider acknowledges that the Authority may be required under the FOIA, EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Provider. The Authority shall take reasonable steps to notify the Provider of a Request for Information (in accordance with the Cabinet Office's Freedom of Information Code of Practice issued under section 45 of the FOIA) to the

extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Contract) the Authority shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information or any other information is exempt from disclosure in accordance with the FOIA or the EIRs.

- 30.3 Notwithstanding any other term of this Contract, the Provider consents to the publication of this Contract in its entirety (including variations), subject only to the redaction of information that the Authority considers is exempt from disclosure in accordance with the provisions of the FOIA, EIRs or the Procurement Act 2023.
- 30.4 The Authority may (but is not obligated to) consult with the Provider on the manner and format of publication and to inform its decision regarding any redactions but shall have the final decision in its absolute discretion as to the information to be published. The Provider shall assist and co-operate with the Authority to enable the Authority to publish this Contract where required.
- 30.5 The Provider also acknowledges that the Authority is subject to the requirements of the Procurement Act 2023 and the Local Government Transparency Code 2015 (as updated). The Provider acknowledges that information related to this contract may be published by the Authority to meet the requirements or recommendations set out in the Act or the Code. Such information may include, but is not limited to, information regarding breach of contract and supplier performance. The Authority shall be responsible for determining, in its absolute discretion, whether any such information should be published.

31. Data protection

- 31.1 Both parties will comply with all applicable requirements of the Data Protection Legislation and their respective obligations as set out in Schedule 4 (Data Protection).

32. Confidentiality

- 32.1 Each party shall keep the other party's Confidential Information secret and confidential and shall not:
- (a) use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with this Contract (**Permitted Purpose**); or
 - (b) disclose such Confidential information in whole or in part to any third party, except as expressly permitted by this clause 32.

32.2 A party may disclose the other party's Confidential information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:

- (a) it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
- (b) it procures that its Representatives shall, in relation to any Confidential Information disclosed to them, comply with the obligations set out in this clause as if they were a party to this Contract,
- (c) and at all times, it is liable for the failure of any Representatives to comply with the obligations set out in this clause 32.

32.3 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law (including under the FOIA, EIRs or the Procurement Act 2023), by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction.

32.4 The provisions of this clause do not apply to any Confidential information which:

- (a) is or becomes available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause);
- (b) was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
- (c) was, is, or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party;
- (d) the parties agree in writing is not confidential or may be disclosed;
- (e) which is disclosed by the Authority on a confidential basis to any central government or regulatory body.

32.5 The provisions of this clause 32 shall survive for a period of 6 years from the Termination Date.

33. Intellectual property

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

- (a) in the course of performing the Services; or

(b) exclusively for the purpose of performing the Services,

shall vest in the Authority on creation.

33.2 The Provider shall indemnify the Authority against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any Intellectual Property Right by the availability of the Services, except to the extent that they have been caused by or contributed to by the Authority's acts or omissions.

34. Force majeure

34.1 Subject to the remaining provisions of this clause 34, if a party is prevented, hindered or delayed in or from performing any of its obligations under this Contract by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this Contract or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

34.2 The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.

34.3 The Affected Party shall:

(a) as soon as reasonably practicable after the start of the Force Majeure Event notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Contract; and

(b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event.

34.4 If the Provider is the Affected Party, it shall not be entitled to claim relief to the extent that the consequences of the relevant Force Majeure Event should have been foreseen and prevented or avoided by a prudent provider of services similar to the Services.

34.5 The Affected Party shall notify the other party in writing as soon as practicable after the Force Majeure Event ceases or no longer causes the affected party to be unable to comply with its obligations under this Contract. Following such notification, this Contract shall continue to be performed on the terms existing immediately before the occurrence of the Force Majeure Event unless agreed otherwise by the parties.

34.6 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 4 weeks post-Force Majeure Event, the party not affected by the Force Majeure Event may terminate this Contract by giving 4 weeks' notice to the Affected Party.

35. Prevention of bribery

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

35.2 The Provider shall promptly notify the Authority if, at any time during the Term, its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out in clause 35.1 at the relevant time.

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

- (a) not commit a Prohibited Act;
- (b) not do or omit to do anything that would cause the Authority or any of the Authority's employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements;
- (c) comply with the Authority's Mandatory Policies on anti-bribery or have and maintain in place its own policies and procedures to ensure compliance with the Relevant Requirements and prevent occurrence of a Prohibited Act;
- (d) notify the Authority (in writing) if it becomes aware of any breach of clause 35.3(a) or clause 35.3(b), or has reason to believe that it or any person associated with it has received a request or demand for any undue financial or other advantage in connection with performance of this Contract.

35.4 The Provider shall maintain appropriate and up to date records showing all payments made by the Provider in connection with this Contract and the steps taken to comply with its obligations under clause 35.3.

36. Waiver

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

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

37. Severance

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

37.2 If any provision or part-provision of this Contract is deemed deleted under clause 37.1, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

38. No partnership or agency

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

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

39. Third party rights

39.1 This Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.

39.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Contract are not subject to the consent of any other person.

40. Publicity

The Provider shall not:

- (a) make any press announcements or publicise this Contract or its contents in any way; or
- (b) use the Authority's name or logo in any promotion or marketing or announcement of orders,

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

41. Entire agreement

- 41.1 This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.
- 41.2 Each party acknowledges that in entering into this Contract it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract.
- 41.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.

42. Counterparts

- 42.1 This Contract may be executed in any number of counterparts, each of which shall constitute a duplicate original of this Contract, but all the counterparts shall together constitute the one Contract.
- 42.2 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 the transmission of an executed "wet-ink" counterpart of this Contract. If this method of transmission is adopted, without prejudice to the validity of the Contract thus made, each party shall on request provide the other with the "wet ink" hard copy original of their counterpart.

43. Governing law

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

44. Jurisdiction

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

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

DRAFT

Signed by The Senior Responsible Officer
for and on behalf of
SHEFFIELD CITY COUNCIL

Signature: 

Name: James Clark
Name:

Role: Director of Housing
Role:

Date: 23 February 2026 | 08:38 GMT
Date:

Signed by The Authorised Signatory
for and on behalf of
SHEFFIELD CITY COUNCIL

Signature:  ...

Name: Glen Swaby
Name:

Role: Head of Procurement
Role:

Date: 23 February 2026 | 09:16 GMT
Date:

Signed by the Director for and on behalf of
Pyramid Linoleum and Carpet Co Ltd

Signature: 

Mark

Name:

Role: Director
.....

Date: 19 February 2026 | 19:55 GMT
.....

DRAFT

Schedule 1 Services

1. INTRODUCTION

- 1.1. The Council aims to maintain a modern environment across all its offices, buildings, and homes. To this end, the Council seeks to appoint a supplier to supply and fit floorcoverings in new and refurbished buildings where required, as well as to replace floorcoverings in existing buildings and homes as necessary
- 1.2. The supplier will supply to the entire organisation and is primarily divided into the following service areas:
 - Furnished and Temporary Accommodation
 - Voids (Vacant Properties)
 - Corporate Council Buildings – Facilities Management
 - Communal Housing Areas – Repairs and Upgrades (Neighbourhoods)

2. SCOPE OF WORK

- 2.1. Floorcoverings used under this contract must be suitable for commercial and domestic housing conditions and comply with relevant British Standards or equivalent European Standards. All flooring must be durable and hardwearing for the intended purpose and location to minimise replacement frequency, supporting public spending efficiency and reducing the environmental impact
- 2.2. All work and materials will comply with all relevant British Standards (or European Standards), codes of practice, statutory and regulatory requirements, quality standards, manufacturer's instructions, requirements and guidance, and any other appropriate industry standards
- 2.3. The lifespan and care instructions for all flooring products must be clearly stated and given to the Council and directly to the customer in their homes where applicable
- 2.4. Work must be completed in line with the timeframes as specified in paragraph 12.1.

3. DURATION OF THE CONTRACT

- 3.1. The supplier shall be awarded a contract for a period of 48 months.

3.2. The Council reserves the right to revise or expand the scope of works or services at any time during the contract term. Such amendments may be made to ensure continued compliance with any changes in legislation, regulations, or statutory obligations that affect the equipment or services covered under this contract

4. STANDARDS OF WORKMANSHIP

4.1. The supplier shall carry out and complete all works as required by this contract including:

- In accordance with all laws including health and safety legislation, regulations, approved codes of practice, and the relevant accreditation guidance
- In accordance with the Council's policies
- In accordance with the Council's standard drawings and details (where provided)
- In accordance with any specific requirements for those works in this specification
- To the satisfaction of the Council's Contract Manager (acting reasonably). The Councils Contract Manager will be confirmed to the supplier at commencement of the contract

5. STANDARDS & CODES OF PRACTICE

5.1 Ensure all works undertaken, and equipment used in those works comply with all applicable standards and codes of practice that are current at the time of their use

5.2 References in this specification to any standard or codes of practice are to be construed as references to the version current at the time the order is undertaken

5.3 Where a specific standard or a code of practice is referred to, this sets out the minimum acceptable standard of equipment or workmanship

6. MINIMUM STANDARDS FOR ALL FLOORCOVERINGS:

- Stain resistant and 100% bleach cleanable
- Flame resistant
- Compliant with British Standards or equivalent EU Standards
- Available in a variety of widths and colours
- Anti-slip
- Suitable for commercial use where required

7. ADDITIONAL PRODUCTS REQUIRED UNDER THIS CONTRACT:

- 'Tapiflex' floor tiles (vinyl) or equivalent
- Flame retardant carpet protector
- Floor protector film
- 'Polysafe' linoleum or equivalent
- Underlay
- Carpet grippers
- Adhesive

8. SAMPLES

8.1. The supplier may be required to provide samples of flooring when requested by the Council

9. INSTALLATION REQUIREMENTS

9.1. FOR NEW INSTALLATIONS IN EMPTY ROOMS:

- Sweep rooms to remove debris prior to fitting
- Prepare surfaces, including necessary screeding or boarding (notify the Council's Order raiser of any additional charges)
- Install requested floorcovering
- Fit appropriate door plates between rooms
- Remove and dispose of all surplus floorcoverings and packaging according to UK regulations, with preference for recycling packaging
- Notify the Council of any issues affecting installation (e.g., access, environmental/hygiene concerns, customer resistance)

9.2. FOR REPLACEMENT FLOORCOVERINGS IN OCCUPIED ROOMS

- Move furniture in situ, including white goods
- Lift current floorcovering
- Remove old and surplus floorcovering and packaging; dispose in line with regulations
- Sweep floor to remove debris before fitting
- Prepare surfaces including necessary screeding or boarding (notify Council in writing with photo evidence if additional costs occur)
- Install requested replacement flooring
- Replace furniture to original positions on completion of work

- Fit appropriate door plates between rooms
- Inform the appropriate officer of any installation issues

10. HEALTH AND SAFETY REQUIREMENTS

10.1. The supplier is required to undertake their work in accordance with relevant UK Health and Safety Standards and legislation including;

- The Health and Safety at Work Act 1974
- The Management of Health and Safety at Work Regulations 1999
- The Control of Substances Hazardous to Health Regulations 2002

10.2. The supplier should also be aware that works will be required to be undertaken across the Council's estate. Works will be carried out in properties where consideration will be needed in respect of:

- Children
- People with a disability
- Elderly people
- Visitors to the properties who may be unaware that works are being carried out
- Violent, abusive or aggressive customers or visitors
- Persons with limited understanding of the English language
- Persons with particular requirements because of their ethnic, religious or other backgrounds
- Animals pets;
- Motor vehicles

10.3. In some Properties the supplier may encounter:

- Asbestos and material containing asbestos, as a component in certain materials such as sheeting, textured decorating coatings, floor tiles, adhesives etc.

10.4. The supplier must consider the above risks and potential hazards and have and maintain suitable and sufficient risk assessments and employ proper safe working practices in planning and carrying out the required works. The supplier must ensure their staff are trained in asbestos awareness and any identified potentially hazardous substances should be immediately brought to the attention of the Council

11. SUPPLIER TO ADHERE TO THE FOLLOWING:

- Fitting of floorcovering in accordance with manufacturer’s guidance
- Upon completion of work, premises must be returned to a minimum standard of cleanliness prior to undertaking of work
- Removal and disposal of waste at an approved facility
- Prices confirmed by the Council before orders are placed
- Internal doors must be removed by the supplier if they are obstructing the flooring being fitted, the supplier must then advise the relevant department of this so the Council can organise the doors to be re hung
- Maintain strict records of work completed, including but not limited to; before and after photos, detailed breakdown of time spent undertaking service, detailed itemisation of work done and any other reasonable request made by the Council

12. RESPONSE PERIODS

12.1. The Council expects that the following will form the standard approach to unless agreed otherwise

Requirement	Department	Contract Maximum Response Period
Standard Working Hours	All	Monday to Friday – 08:00 to 17:00
Out of Hours	All	Monday to Thursday – 17:00 each evening to 08:00 the following morning, and 17:00 Friday evening through to 08:00 Monday morning including all Bank/Public Holidays

Urgent works Required (i.e. Trip Hazard)	Responsive Repairs	Attendance within 24 hours and made safe at minimum
--	--------------------	---

Routine – Planned Work	Responsive Repairs	To be commenced and completed within 25 working days
------------------------	--------------------	--

Installation/Replacement	Voids	The supplier will be notified via the Councils Repairs and Maintenance system (currently Totalmobile) of Council intent to undertake installation/replacement in void properties with measurements and materials provided. The supplier will be notified via the Councils Repairs and Maintenance system when work is ready to commence.
--------------------------	-------	--

Installation	Furnished Accommodation	Installation should be completed 4 working days from the Councils request for works, which includes the day of notification if before 12 noon
--------------	-------------------------	---

Refurbishment and
installation

Corporate

To be assessed and arranged
with facilities management
team dependent upon
complexity of required works. To
be arranged within reasonable
industry standard timeframes

13. WARRANTIES

- 13.1. The supplier shall ensure a manufacturer's warranty is available for all installed products in addition to a guarantee of workmanship from the supplier
- 13.2. The supplier must provide a warranty for completed installations, to cover work which does not adhere to the requirements outlined in this contract. Any additional work required as a result of not meeting these requirements must be completed within the timeframes stated in section 12

SPECIFIC SERVICE REQUIREMENTS

FURNISHED AND TEMPORARY ACCOMMODATION

14. BACKGROUND

- 14.1. Sheffield Housing Services currently manage 42,000 homes, including 33 sheltered housing schemes and 2000 leaseholder properties. Around 4000 of these homes are provided with furnished accommodation which includes flooring, and they are supported by the furnished accommodation team

15. REQUIREMENTS

- 15.1. Sheffield Housing Services requires the fitting of carpets and / or vinyl to domestic properties within the Furnished and Temporary Accommodation portfolio. Sheffield Housing Services will advise if whole house carpets are required or individual rooms need carpeting. We anticipate that the service will be required in circa 700 properties per year

15.2. The supplier must provide the Council with a quote for all works including measurements and a breakdown of costs (by room) in line with the agreed contract pricing schedule unless otherwise instructed. The supplier must provide before and after photographs of completed works when requested by the Council. The suppliers submitted invoice will be checked against the corresponding quote for accuracy prior to payment being paid. Any variations to submitted quotes must be agreed by the Council and confirmed in writing prior to the invoice being submitted

15.3. All flooring should be fitted as per the manufacturer's instructions

15.4. As a minimum standard the carpets must be:

- Twist pile
- New and stain resistant and 100% bleach cleanable
- Pet Friendly
- Colour range: Brown, Grey and Black or similar by agreement if colour is an issue
- Woven polypropylene felt backed
- British Standard BS4970 – Anti Static
- 2-Ply Yarn 650 Gram per meter
- Heavy domestic use with UV protection

15.5. As a minimum standard the vinyl must be:

- Flooring roll: PVC with particle based enhanced slip resistance to BS EN 13845
- Recycled content: 25% (minimum) to BS EN ISO 14021
- Width: 2000 mm
- Thickness: 4mm
- Colour/ pattern: supplier to provide examples
- Adhesive and Primer if recommended by manufacturer
- Hot Seam Welding with complimentary coloured rod

16. EDGINGS AND COVER STRIPS

- Product reference: supplier to provide examples to suit different locations
- Material/ finish: as confirmed by the Council

- Fixing: Secure (using matching fasteners where exposed to view) with edge of covering gripped

17. STAIR NOSINGS AND TRIMS

- Product reference: supplier to provide examples to suit different locations
- Material/ finish: as confirmed by the Council

17.1. When replacement carpets or vinyl are required to a property with existing flooring in situ the supplier will be required to:

- Move the furniture and kitchen white goods in situ if required
- Lift the current carpet / vinyl and dispose of appropriately
- Sweep the floor to remove any debris prior to fitting
- Prepare surfaces, including any necessary screeding or boarding (inform Council if this incurs an extra charge)
- Install requested replacement flooring
- Replace moved furniture
- Remove old carpets and any packaging or fitting wastes
- Fit the appropriate chrome-coloured doorplates between rooms
- Inform the appropriate Council officer of any problems affecting installation

17.2. All tasks are to be measured, the price quoted in writing, and the flooring must be fitted / completed within 4 working days from the Councils request for works, which includes the day of notification if before 12 noon. The Furnished Accommodation team will advise that keys are available for collection from various sites around Sheffield or via a key safe at the property. Details for keys and key safe numbers will be provided via email to the contact email address provided by the supplier

17.3. The supplier will carry out the work & return the keys to various sites around Sheffield or leave in a key safe at the property

17.4. The supplier must inform the Council of any problems affecting installation including any changes to the quoted cost

HOUSING REPAIRS, MAINTENANCE AND VOIDS (VACANTS STANDARD WORK)

18. REQUIREMENTS

18.1. Housing Repairs and Maintenance require the supply and fitting of carpets and / or vinyl to domestic properties within the housing estate. Housing Repairs and Maintenance will order flooring for either whole houses or individual rooms. We anticipate that the service will be a requirement in circa 1,000 properties per year. The replacement flooring will be determined by our voids and maintenance officers, please note that replacements may not be required in every room, and the supplier will most likely just be replacing the flooring in bathrooms and kitchens

18.2. The supplier will be required to inform the Council of any problems affecting delivery.

18.3. The minimum standards for each flooring type are provided below

19. PLASTIC, NON-SLIP SHEETING FOR BATHROOMS/KITCHENS

- Flooring roll: PVC with particle based enhanced slip resistance to BS EN 13845
- Recycled content: 25% (minimum) to BS EN ISO 14021
- Width: 2000 mm
- Thickness: 4mm
- Colour/ pattern: supplier to provide examples
- Adhesive and primer if recommended by manufacturer
- Hot seam welding with complimentary coloured rod

20. LEVEL ACCESS SHOWERS VINYL

- Flooring roll: Vinyl floor covering with polyester backing
- BS EN ISO 10874 class:
- Slip potential: Slip resistance value (SRV) (minimum)/ Pendulum test value (PTV) (minimum) to BS 7976-1, -2 and -3: 36 dry
- Surface roughness (Rz) (minimum) to BS 1134: R10
- Recycled content: 25% (minimum to BS EN ISO 14021
- Width: 2000 mm and 4000mm
- Thickness: 4mm

- Colour/ pattern: To Council approval from the following range: BISQUE H 4860 I MARINE H4870 I OYSTERSHELL H4800 I SHEARED SLATE H4960
- Adhesive and primer if recommended by manufacturer
- Solvent seam welding

21. EDGINGS AND COVER STRIPS

- Product reference: supplier to provide examples to suit different locations
- Material/ finish: as confirmed by the Council
- Fixing: Secure (using matching fasteners where exposed to view) with edge of covering gripped

22. STAIR NOSINGS AND TRIMS

- Product reference: supplier to provide examples to suit different locations
- Material/ finish: as confirmed by the Council

HOUSING COMMUNAL AREAS & CORPORATE BUILDINGS

23. COMMUNAL AREA CARPET TILING

- Carpet tiles: Cut pile to BS EN 1307
- Product reference: supplier to provide examples
- Recycled content: 50% (minimum) to BS EN ISO 14021
- Size: 500 x 500 mm
- Colour/ pattern: supplier to provide examples

24. LINOLEUM SHEETING

- Flooring roll: Linoleum to BS EN 548
- Product reference: supplier to provide examples
- Recycled content: 25% (minimum) to BS EN ISO 14021
- Width: 2000 mm
- Thickness: 4mm
- Colour/ pattern: supplier to provide examples

- Adhesive and Primer if recommended by manufacturer

25. BATHROOM VINYL

- Flooring roll: Vinyl floor covering with polyester backing
- BS EN ISO 10874 class: 23
- Slip potential: Slip resistance value (SRV) (minimum)/ Pendulum test value (PTV) (minimum) to BS 7976-1, -2 and -3: 36 dry
- Surface roughness (Rz) (minimum) to BS 1134: R10
- Recycled content: 25% (minimum to BS EN ISO 14021)
- Width: 2000 mm
- Thickness: 4mm
- Colour/ pattern: To Council approval from the following range: Catera Brown | Catera Crege | Catera Mid-Grey | Catera White | Cottage Stone Beige | Cottage Stone Black | Trend-Oak Beige | Gea Natural
- Adhesive and Primer if recommended by manufacturer

26. KITCHEN VINYL

- Flooring roll: Vinyl floor covering with polyester backing
- BS EN ISO 10874 class: 23
- Slip potential: Surface roughness (Rz) (minimum) to BS 1134: R10
- Recycled content: 25% (minimum to BS EN ISO 14021)
- Width: 2000 mm
- Thickness: 4mm
- Colour/ pattern: Catera Brown 5591082 | Catera Crege 5591002 | Catera Mid-Grey 5591081 | Catera White 5591083 | Cottage Stone Beige 5591053 | Cottage Stone Black 5591054 | Trend - Oak Beige 5591048 | Gea natural 5591006
- Adhesive and Primer if recommended by manufacturer
- Solvent seam welding

27. LEVEL ACCESS SHOWERS VINYL

- Flooring roll: Vinyl floor covering with polyester backing
- BS EN ISO 10874 class: 36

- Slip potential: Slip resistance value (SRV) (minimum)/ Pendulum test value (PTV) (minimum) to BS 7976-1, -2 and -3: 36 dry
- Surface roughness (Rz) (minimum) to BS 1134: R13
- Recycled content: 25% (minimum to BS EN ISO 14021)
- Width: 1250 mm
- Thickness: Not Applicable
- Colour/ pattern: To Council approval from the following range: BISQUE H 4860 I MARINE H4870 I OYSTERSHELL H4800 I SHEARED SLATE H4960
- Adhesive and primer if recommended by manufacturer
- Solvent seam welding

28. COMMUNAL AREA VINYL

- Fabricated underlay: Impervious loose lay isolator membrane to BS8203
- Flooring roll: PVC with particle based enhanced slip resistance to BS EN 13845
- Product reference: supplier to provide examples
- BS EN ISO 10874 class: 33 and 34
- Slip potential: Slip resistance value (SRV) (minimum)/ Pendulum test value (PTV) (minimum) to BS 7976-1, -2 and -3: 36 dry
- Surface roughness (Rz) (minimum) to BS 1134: 20 micrometres
- Recycled content: 25% (minimum to BS EN ISO 14021)
- Width: 2000 mm
- Thickness: 4mm
- Colour/ pattern: supplier to provide examples
- Adhesive and primer if recommended by manufacturer
- Hot seam welding with complimentary coloured rod

29. GENERAL ADHESIVE FIXING

- Adhesive type: As specified, as recommended by covering/ underlay, manufacturer or as approved
- Primer: Type and usage as recommended by adhesive manufacturer

30. CARPETING

- Underlay to BS EN 14499
- Product reference: supplier to provide examples
- Type: Combined fibrous/non fibrous
- Class: L/U
- Recycled content: 90% (minimum) to BS EN IS
- O 14021
- Carpet
- Product reference: supplier to provide examples
- Type: Tufted
- BS EN 1307 classification:
- Level of use class: 22+
- Luxury rating class: LC2
- Additional performance properties to BS EN 1307: None
- Recycled content: 25% (minimum) to BS EN ISO 14021
- Colour/ pattern: supplier to provide examples
- Width: 4000 mm to suit location

31. EDGINGS AND COVER STRIPS

- Product reference: supplier to provide examples to different suit locations
- Material/ finish: supplier to provide examples
- Fixing: Secure with edge of carpet firmly gripped. Use matching fasteners where exposed to view

32. STAIR NOSINGS AND TRIMS

- Product reference: supplier to provide examples to suit different locations
- Material/ finish: supplier to provide examples
- Nosing's and packing strips
- Screw fixing with matching plugs: Required

CONTRACT MANAGEMENT

33. MANAGEMENT OF THE CONTRACT

33.1. A mobilisation meeting will take place prior to the contract start date to establish alignment in expectations, review risks, and clarify any outstanding queries from both parties

33.2. An initial contract management meeting will be held within one month of contract start to analyse any initial issues and attend to any foreseeable issues moving forward. The intention of this meeting will be to set effective communication channels that are reactive to issues that may arise

33.3. Contract management meetings will take place every 3 months at a minimum in a location to be confirmed by the Council and will be attended by the Council's contract management team and representative from the supplier. Topics for review may include but are not limited to:

- Assessment of KPI performance and trends
- Analysis of non-conformance events and investigations
- Changes in supplier or market conditions
- Changes in Council organisation or strategy
- Progress against improvement or efficiency targets
- Review of relationship or service delivery issues
- Identification of opportunities for further efficiency and quality improvements

33.4. Management Information is to be provided monthly, and the supplier shall provide the Council with information on the works undertaken on the contract. This should be in excel spreadsheet format and contain the following headers / information in order at minimum

- Product type by department
- Room type by department
- Completion schedule achieved by department
- Customer satisfaction with service and quality by department
- Cost by department
- Invoices submitted and paid on time
- Number of safeguarding referrals made to Council

- Health and safety incidents reported to Council

33.5. At the contract management meetings, the supplier must provide all information on KPI's as required

INVOICES AND ORDERING

34. FURNISHED AND TEMPORARY ACCOMMODATION

34.1. Order's raised by the Furnished & Temporary Accommodation Team will be emailed to the supplier. Invoices should be sent directly to creditorinvoices@sheffield.gov.uk and other requested individuals by the Council. The invoices should include measurements and descriptions, and these will be checked and paid in full within 30 days of receipt (depending on any disputes) which are paid from a call off purchase order

35. HOUSING REPAIRS AND VOID PROPERTIES

35.1. The Council operates a separate IT system for the management of suppliers utilised by the Housing Repairs service (currently Totalmobile). Suppliers working for Housing Repairs and Void Properties will be required to utilise the systems supplier portal to receive / acknowledge orders and upload documents and photographs. The system is web based and does not require the downloading of specific software and can be access via a device with access to the internet. The Council is committed to providing training and user guides to all suppliers using the portal. The Council will provide training staff and training materials at its own cost. The Council will not be liable for any costs incurred by the supplier in attending training or any other related cost incurred by the supplier in implementing the system. The Council is constantly reviewing its IT systems with a view to increasing efficiency and for the betterment of supplier management processes. All suppliers are expected to work pro-actively with the Council on the implementation of any new systems

35.2. It is essential that all works for the Housing Repairs and Void Property service are logged through the supplier management system ONLY, so the Council can monitor the are area of repairs through one system

35.3. All orders for works will be raised via the supplier management system, the supplier will be responsible for acknowledging orders and updating the system as work progress to an end. Invoices will only be payable once works have successfully been completed on the supplier management system

35.4. For works completed via the supplier management system invoices should be sent to: repairsfinance@sheffield.gov.uk

35.5. Orders - The invoices for works will be created on the supplier management system and will be paid within 30 days of the completed work.

36. OTHER ORDERS

36.1. Individual Council departments including facilities management for our commercial buildings will place orders as and when there is a requirement. Individual purchase orders will be sent via email as confirmation of the order to the supplier following receipt of a quote from the supplier, and each department will agree fitting timescales. Once work is completed and signed off by the Council, the invoice will need to be sent to creditorinvoices@sheffield.gov.uk once the invoice is received, payment will then be issued within 30 days

37. KEY PERFORMANCE INDICATORS

37.1. The supplier will be required to provide key performance indicators (KPI) data on a regular basis as determined by the Council

S. No	KPI's Area	Key Performance Indicator
KPI – 1	Service Delivery	<p><u>Achieving Required Timescales on Installations</u></p> <p>a. Work to be completed within outlined response times. See 'Flooring KPI's.docx' and section 13 for more detail.</p>
KPI – 2	Customer Focus	<p><u>Management Information Report</u></p> <p>b. Information report delivered within agreed timescale and in accordance with the contract agreement.</p>
KPI - 3		<p><u>Complaints</u></p> <p>c. Number of reportable complaints that occurred and resolved within agreed timescale and accordance with the contract agreement.</p>
KPI – 4	Financial	<p><u>Invoice Detail and Checking</u></p> <p>d. The number of accurately calculated Invoices submitted during the Measurement Period as a percentage of the total number of Invoices submitted during the Measurement Period.</p>

37.2. The supplier shall provide reports relating to the service being provided including, but not limited to:

- a. Achieving Required Timescales on Installations - Achievement as per programmed
- b. Management Information Report – Provided on a quarterly basis or upon request
- c. Complaints – Provided in an up-to-date registry
- d. Financial and associated information e.g. invoices, outstanding quotes etc.

Appendix B – Contract KPIs

For a more detailed breakdown of KPI details, please see the below document:



Flooring KPIs.docx

ENVIRONMENTAL AWARENESS AND COMMITMENT

37.3. The Council are aware of the current climate emergency, and we are committed to reducing our impact on the environment. Therefore, we must ensure that our suppliers are also supportive of reducing any environmental risks

- We would insist on sensible route planning for the inspections / measuring and delivery of flooring to reduce travel and decarbonisation
- We would also suggest electric vehicles or low emission vehicles are used by the supplier
- The supplier is to sensibly and responsibly recycle and dispose waste and used products in line with regulations

38. SCHEDULE OF RATES

38.1. Inclusive Rates - the supplier's schedule of rates shall include all tasks required by this specification. No additional payment shall be due to the supplier for any such tasks beyond the amounts specified in the Invitation to Tender (ITT) document and the agreed schedule of rates

38.2. Fixed Rates for Services - All prices and rates for provision of services and proposed hourly rates shall remain fixed for two (2) years. These rates must cover all associated costs, including labour, travel, tools, and equipment necessary to perform the services as specified

38.3. Rates Review Post Initial Contract Term - Following the initial two-year term of the contract, the supplier may submit a proposal for a review of prices and rates with supporting evidence (e.g., operational costs). Any revised pricing submitted will be subject to evaluation and cannot exceed the Consumer Price Index (CPI) figure for the

month prior to the contract renewal. The revised rates will only be accepted upon formal approval by the Council and must reflect fair market value and continued value for money. The final decision on any changes to the rates are at the sole discretion of the Council

39. SKILLS, EXPERIENCE AND TRACK RECORD OF STAFF

39.1. The supplier should have in place, and implement, training arrangements to ensure employees have the skills and understanding necessary to discharge their duties efficiently and in a safe manner. The supplier should also have in place a programme for refresher training which will keep employees updated on new developments and changes to legislation or good health and safety practice. This applies throughout the company - from senior management to trainees

40. QUALITY

40.1. The Council is aiming for an economic, high quality maintenance service with a stable workforce and effective supervision

40.2. To minimize this problem, along with regular inspections, the selection of the correct materials should be made in accordance with the recommendation of compliance and standards

40.3. The works must be performed in accordance with the specification and must be carried out in an efficient and proficient manner

40.4. The Council will monitor that the specification is being met. Any default in performance will be dealt with in accordance with the contract. The monitoring system will include an inspection of the following:

- The number and suitability of engineers and staff used
- Quality of materials, components and parts used that the supply and installation procedures used are either as detailed in the contract or as agreed with the Council's Contract Manager that health and safety requirements are met

41. SAFEGUARDING

41.1. The Council retains overall responsibility for assessing safeguarding risks and ensuring that all contracts include appropriate provisions for the protection of children, young people, and vulnerable adults. The Council's safeguarding policy applies to any contract involving direct interaction with these groups or work conducted in areas they frequently access or overlook

41.2. The supplier must demonstrate that they have effective safeguarding policies and procedures in place and that they actively uphold and promote safeguarding principles. Where safeguarding requirements apply, the supplier shall, at their own cost, ensure that all technicians, engineers, and personnel assigned to the contract have completed appropriate safeguarding training including refresher courses and hold a valid Disclosure and Barring service (DBS) certificate

41.3. Please see policy documents below:



42. MANAGEMENT OF SUB-SUPPLIERS

42.1. If the supplier engages any third-party sub-contractors or assessors to carry out work under this contract, it remains the supplier's sole responsibility to ensure that all such parties meet the required standards of quality, compliance, and legislative obligations. This includes adherence to the primary legislation, as well as compliance with the Health and Safety Executive (HSE) Approved Code of Practice (ACOP) L8

43. SAFETY OF THE SUPPLIERS

43.1. Where required we may advise that lone working is not permitted, the cost of this additional resource of suppliers staffing will be incorporated into the full costs of this contract

Schedule 2 Provider Response

Question Reference	Question	Weighting	Response Format / Rules
MSQ1	<p>Provide details of the products you will use in the delivery of this contract that meet the product specification provided under section 6 of the ITT. Please include construction, pile content, backing, width, gauge, suitability, and the pros / cons of each product.</p> <ul style="list-style-type: none"> • Detail the key features and benefits of the products you will use • Explain how these products meet the specifications provided in section 6 of the ITT • Discuss any unique advantages or innovations your products offer 	7%	Maximum Word Count = 1,000
<p>Corporate Buildings</p> <p>Carpet Tiles 500gm Product – Solid BT 80% polypropylene / 20% polyester with bitumen backing. Tile size 500mm x 500mm, gauge 1/10, suitable for commercial use. Complies with relevant BS / EU standards and minimum performance requirements. Nominal weight 750gm with a 10-year wear warranty. Large colour selection. Flame resistant. Advantages: Durable, modular, easy to maintain.</p> <p>Sheet Carpet Solid Velour (500gm & 600gm) Product – Solid Velour 80% polypropylene / 20% polyester pile with PD backing. Supplied in 4m widths, gauge 1/10. Suitable for commercial environments and compliant with BS / EU standards. Nominal weight 750gm with a 10-year wear warranty. Large colour range. Flame resistant. Advantages: Seamless appearance and improved underfoot comfort.</p> <p>Vinyl Sheet Product – Atlanta PVC vinyl sheet flooring with PVC backing, supplied in 2m, 3m and 4m widths. Suitable for light commercial use. Complies with BS / EU standards and minimum performance requirements. Nominal weight 2240gm with a 6-year wear warranty. R10 rated. Flame resistant. Various colour options available Advantages: Hygienic and easy to clean. Cushioned comfort. High water resistance. Wide design choice with realistic textured finish.</p> <p>Level Access Shower Vinyl Product – Tarasafe Compact PVC safety flooring supplied in 2m widths, suitable for commercial wet areas including level access showers. Meets BS / EU standards and slip resistance requirements. Flame resistant. Nominal</p>			

weight 2360gm with a 10-year wear warranty. Various colours available.
Advantages: High slip resistance when wet. Spa Clean surface treatment for easier maintenance. Colour-matched welding available.

Tapiflex Vinyl Floor Tiles

Product – Tapiflex Tiles

PVC vinyl tiles with foam backing, 500mm format. Suitable for commercial use and compliant with BS / EU standards. Nominal weight 3212gm with a 10-year wear warranty. Flame resistant.

Advantages: Enhanced comfort and acoustic performance.

Polysafe or Equivalent

Product – Altro Contrax

PVC safety flooring supplied in 2m widths for commercial and communal areas. Complies with BS / EU standards and minimum performance requirements. Nominal weight 2600gm with a 10-year wear warranty. Flame resistant. Various colour options available

Advantages: Excellent slip resistance with easy-clean surface. Colour-matched welding available.

Flame Retardant Carpet Protector

Product – Florprotec TacBac TS63

Flame-retardant self-adhesive polyethylene protective film with solvent-based acrylic adhesive. Supplied in 1m widths, approximately 65 microns thick. Suitable for commercial construction and refurbishment works.

Advantages: Protects new carpets during works.

Floor Protector Film

Product – TacBac Carpet Protection Film

Low-tack self-adhesive polyethylene film supplied in 1m widths, approximately 60–65 microns thick. Suitable for light commercial works.

Advantages: Easy removal without residue.

Carpet Underlay

Product – Magic Underlay

Flexible PU foam sheet underlay supplied in 1.37m widths with PE film wrap. Suitable for L/U domestic use. Noise reduction properties. 100% recycled. Manufactured in the UK. Hot nut test compliant.

Advantages: Improves comfort, insulation, and sound reduction.

Furnished and Temporary Accommodation

Carpet 650gm

Product – Infinity

Twist pile carpet with D-Tex pile and felt backing. Supplied in 4m and 5m widths, gauge 1/8. Suitable for heavy domestic use. Nominal weight 657gm with a 10-year wear warranty. Bleach cleanable, flame resistant, and compliant with BS / EU standards. Various colour options available.

Advantages: Comfortable, durable, easy to vacuum with excellent bounce-back performance.

Vinyl 4mm

Product – Atlanta

PVC vinyl sheet flooring with PVC backing, supplied in 2m, 3m and 4m widths. Suitable for Domestic use. Nominal weight 2240gm with a 6-year wear warranty. R10 rated and flame resistant. Various colour options available.

Advantages: Hygienic, water resistant, cushioned underfoot, and available in a wide range of designs.

Carpet Alternative 650gm

Product – Mediterranean

Twist pile carpet alternative with felt backing. Supplied in 4m and 5m widths, gauge 1/8. Suitable for domestic use. Nominal weight 770gm with a 5-year wear warranty. Flame resistant. Various colour options available

Advantages: Easy to maintain and vacuum.

Voids, Housing Repairs and Maintenance

Plastic Non-Slip Sheeting

Product – Altro Contrax

PVC safety flooring supplied in 2m widths. Suitable for commercial and communal areas. Nominal weight 2600gm with a 10-year wear warranty. 36+ pendulum slip rating. Flame resistant. Various colour options available

Advantages: Excellent slip resistance and durability. Colour-matched welding available.

Plastic Tiling

Product – Polyflex Plus

Commercial PVC tiling supplied in 2m widths. Complies with BS / EU standards. Nominal weight 2800gm with a 10-year wear warranty. Flame resistant.

Advantages: Durable and water resistant.

Communal Area Carpet Tiling

Product – Solid BT

80% polypropylene / 20% polyester with bitumen backing. Tile size 500mm x 500mm, gauge 1/10, suitable for commercial use. Complies with relevant BS / EU standards and minimum performance requirements. Nominal weight 750gm with a 10-year wear warranty. Large colour selection. Flame resistant.

Advantages: Durable, modular, easy to maintain.

Linoleum Sheeting & Vinyl 4mm

Product – Atlanta

PVC vinyl sheet flooring with PVC backing, supplied in 2m, 3m and 4m widths. Suitable for light commercial use. Complies with BS / EU standards and minimum performance requirements. Nominal weight 2240gm with a 6-year wear warranty. R10 rated. Flame resistant. Various colour options available

Advantages: Hygienic and easy to clean. Cushioned comfort. High water resistance. Wide design choice with realistic textured finish.

Level Access Shower Vinyl

Product – Tarasafe

Compact PVC safety flooring for wet areas, supplied in 2m widths. Nominal weight 2360gm with a 10-year wear warranty. Flame resistant. Various colour options available

Advantages: High slip resistance with easy-clean surface and colour-matched welding.

Communal Area Vinyl

Product – Altro Contrax

PVC safety flooring supplied in 2m widths. Suitable for communal areas and compliant with BS / EU standards. Nominal weight 2600gm with a 10-year wear warranty. Flame resistant. Various colour options available.

Advantages: Excellent slip resistance and easy maintenance. Colour-matched welding available.

Carpet Underlay

Product – Magic Underlay

Flexible PU foam sheet underlay supplied in 1.37m widths with PE film wrap. Suitable for L/U domestic use. Noise reduction properties. 100% recycled. Manufactured in the UK. Hot nut test compliant.

Advantages: Improves comfort, insulation, and sound reduction.

Edgings and Cover Strips, Stair Nosings/Trims

Product – Standard Door Plate / Angle Edge / Naplock

Advantages: Sleek silver/gold finish. Durable/scratch resistant. Provides a neat transition between different floor finishes.

All products listed above meet or exceed the minimum requirements set out in Annex B1, Section 6, where applicable.

MSQ2	<p>Provide details of your installation process, including how you will prepare the site, install the new flooring and how long your standard installation time targets are.</p> <ul style="list-style-type: none"> Briefly outline your standard installation process step-by-step Mention the benefits of any specific techniques or tools you use to ensure efficient and effective installation Provide an estimated timeline for the installation process 	7%	Maximum Word Count = 1,000
------	---	----	----------------------------

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

MSQ4	Please provide details on your lead time from order to installation / delivery and what contingencies you have in place if products are unavailable from your usual source. <ul style="list-style-type: none">• Provide a timeline from order to installation/delivery• Discuss any contingencies you have in place if products are unavailable from your usual source and how you will maintain the required quality• Highlight any factors that could impact the lead time and how you mitigate them	7%	Maximum Word Count = 500
------	--	----	--------------------------

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

MSQ5	<p>Please detail the relevant skill, experience, and track record information, for the staff that will work on the Sheffield Account.</p> <ul style="list-style-type: none"> • Detail the relevant skills and experience of the staff who will work on the Sheffield Account • Provide examples of similar projects your team has successfully completed • Highlight any specific training or certifications your staff have 	5%	Maximum Word Count = 500
------	---	----	--------------------------

We have substantial experience delivering large-scale flooring contracts for local authorities and social housing providers across Yorkshire. This work has given our staff a strong understanding of operational requirements, varied property types, and the high service standards expected within public sector settings. As a result, we have developed well-established processes that support the smooth running of contracts and ensure consistently high-quality flooring installations.

Skills and Experience of Assigned Staff

The team proposed for the Sheffield account includes our internal Contracts manager, dedicated estimators, experienced fitting teams and warehouse personnel. Each member of staff is highly skilled in managing appointments, liaising with other services, handling keys securely and working efficiently across both furnished and unfurnished residential and commercial properties. They are accustomed to the communication, reporting and logistical expectations of local authority contracts, enabling them to integrate quickly and operate to the standards required.

Strong Client Collaboration

Our teams have a proven record of building positive, professional relationships with client officers across a range of public sector contracts. We take a collaborative approach to ensure that any issues are addressed promptly and that service delivery remains reliable, efficient and responsive. As our procedures are already well-established from similar contracts, staff will be familiar with the systems, reporting processes and performance standards expected, ensuring a smooth mobilisation.

Examples of Relevant Experience

We deliver a high volume of flooring installations each week across occupied homes, void properties, emergency repairs and multi-room refurbishments. Over time, we have shaped our working practices to meet demanding client expectations, including quick quotation turnaround, fast installation times, robust key management and clear communication with tenants and client managers.

Our experience includes working within furnished accommodation, where careful handling of furniture and residents' belongings is essential, as well as in environments involving multiple trades. This demonstrates our ability to maintain service levels, adapt to changing access requirements and work flexibly during busy periods.

Commitment to Continuous Improvement

If appointed, we will bring a well-developed service model that can be implemented smoothly from the outset. We are committed to continuous improvement through regular review meetings, tenant feedback and open discussion with the Council. We also welcome the opportunity for Council officers to visit our offices and warehouse to gain further insight into our processes and help shape future enhancements.

Training, Professional Standards and Staff Welfare

All staff allocated to the Sheffield account will be paid above the Foundation Living Wage, supporting staff retention, motivation and the consistent delivery of high-quality services. Team members receive continuous training appropriate to their roles, including health and safety, safeguarding awareness, customer care, and best practice for working within occupied homes, furnished environments and multi-service repair settings.

All staff are trained to recognise and respond appropriately to safeguarding concerns and to follow agreed reporting procedures in line with Sheffield City Council requirements. Professional conduct, safe working practices and a respectful, tenant-focused approach remain core expectations for all personnel at all times.

MSQ6	<p>Detail how you will approach contract management of this contract and how you will assure the Council maintains Value for Money from this contract (e.g. cost reductions / savings delivery).</p> <ul style="list-style-type: none"> • Explain your approach to managing the contract and ensuring effective communication and providing value for money • Discuss any strategies you use to achieve cost reductions, or savings and resolve issues • Provide examples of how you have successfully managed similar contracts in the past 	7%	Maximum Word Count = 1,000
------	---	----	----------------------------

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

[REDACTED]



DRAFT

Schedule 3 Charges and Payments



Payments will be made via BACS within 30 days following receipt of a valid invoice.

DRAFT

Schedule 4 Data Protection

Controller – Processor

1. The following additional definitions apply in this Schedule:

Controller: as defined in the Data Protection Legislation.

Data Breach: means any act or omission that:

compromises the security, confidentiality or integrity of the Personal Data that the Provider (or its Sub-Processor) Processes for and on behalf of the Authority (including the unauthorised loss or disclosure of Personal Data);

compromises the physical, technical, administrative or organisational safeguards put in place by the Provider that relate to the protection of the security, confidentiality or integrity of Personal Data (including any breach of the IT and data security requirements); or

causes the Authority or the Provider to be in breach of Data Protection Legislation.

Data Loss Event: any event that results, or may result, in unauthorised access to Personal Data held by (or on behalf of) the Provider under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Data Breach.

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

Data Subject: as defined in the Data Protection Legislation.

Data Subject Access Request: a request made by, or on behalf of, a Data Subject to access their Personal Data, in accordance with rights granted pursuant to the Data Protection Legislation.

EEA: the European Economic Area

ICO: the Information Commissioner or the Information Commissioner's Office, as appropriate.

Personal Data: as defined in the Data Protection Legislation.

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

Processor: as defined in the Data Protection Legislation.

Protective Measures: appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures.

Sub-Processor: any third party appointed by the Provider (or by a Sub-Contractor) which processes Personal Data related to this Contract on behalf of the Provider.

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

2. The parties acknowledge that for the purposes of the Data Protection Legislation the Authority is the Controller and the Provider is the Processor of Personal Data as set out in the Annex to this Schedule.
3. The Provider shall duly observe its obligations under the Data Protection Legislation, which arise in connection with this Contract.
4. Notwithstanding the general obligation in paragraph 3, where the Provider is processing Personal Data as a Processor for the Authority:
 - (a) the Provider shall give all reasonable assistance to the Authority in the preparation of any assessment by the Authority of the impact of the envisaged processing on the protection of Personal Data prior to commencing any processing. Such assistance may, at the discretion of the Authority, include:
 - (i) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (ii) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - (iii) an assessment of the risks to the rights and freedoms of Data Subjects;
and

- (iv) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- (b) the Authority may review and amend the Annex as may be necessary to reflect the outcome of the assessment referred to in paragraph 4(a), and shall, not later than 10 Working Days after the date of this Contract notify the Provider either (i) that the Annex is unchanged or (ii) of the Annex as amended. The Provider may not, without the prior written consent of the Authority, deliver any Services unless and until the Provider has received such notification. Following such notification any reference in this Schedule to the Annex shall be read as a reference to the Annex as amended by the Authority;
- (c) the Provider shall process Personal Data only in accordance the Annex or upon the Authority's instructions unless the Provider is required to do otherwise by Law. If it is so required the Provider shall promptly notify the Authority before processing the Personal Data, unless prohibited by Law;
- (d) the Provider shall notify the Authority immediately if it considers that any of the Authority's instructions infringe the Data Protection Legislation;
- (e) the Provider shall ensure that it has in place Protective Measures, which have been reviewed and approved by the Authority as appropriate, to ensure the security of the Personal Data and to protect against unauthorised or unlawful processing of the Personal Data and against Data Loss Events, having taken account of the following:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (f) the Provider shall supply the Authority with such information as the Authority may reasonably require to satisfy itself that the Provider is complying with its obligations under the Data Protection Legislation;
- (g) the Provider shall promptly notify the Authority of any breach of the Protective Measures required to be put in place pursuant to paragraph 4(e);
- (h) the Provider shall ensure that it does not do or omit to do anything which places the Authority in breach of the Authority's obligations under the Data Protection Legislation;

- (i) the Provider shall take all reasonable steps to ensure the reliability and integrity of any Provider's Personnel and Sub-Processors who have access to the Personal Data and that they:
 - (i) are aware of and comply with the provisions of this Schedule;
 - (ii) are under an appropriate contractual or other legal obligation of confidentiality in respect of the Personal Data;
 - (iii) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Authority or as otherwise permitted by this Contract; and
 - (iv) have undergone adequate training in the use, care, protection and handling of Personal Data.
 - (j) the Provider shall not transfer Personal Data outside of the EEA unless the prior written consent of the Authority has been obtained and, where the destination country has not been recognised as adequate by the UK government in accordance with Article 45 UK GDPR or section 74 of the DPA 2018, the following conditions are fulfilled:
 - (i) the Provider or the Authority has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or section 75 Data Protection Act 2018) as determined by the Authority;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Provider complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so obliged, uses its best endeavours to assist the Authority in meeting its obligations); and
 - (iv) the Provider complies with any reasonable instructions notified to it in advance by the Authority with respect to the processing of the Personal Data; and
 - (k) at the written direction of the Authority, the Provider shall delete or return Personal Data (and any copies of it) to the Authority on termination of the Contract unless the Provider is required by Law to retain the Personal Data.
5. Subject to the provisions of paragraph 4, the Provider shall notify the Authority immediately if it:
- (a) receives a Data Subject Access Request (or purported such request);

- (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the ICO or any other regulatory authority in connection with Personal Data processed under this Contract;
 - (e) receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Data Loss Event.
6. The Provider's obligation to notify under paragraph 5 shall include the provision of further information to the Authority in phases, as details become available.
7. Taking into account the nature of the processing, the Provider shall give the Authority full assistance in relation to the Authority's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 5 (and insofar as possible, within the timescales reasonably required by the Authority), including by promptly providing:
- (a) full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Authority to enable the Authority to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) at the Authority's request, any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Authority following any Data Loss Event;
 - (e) assistance as requested by the Authority with respect to any request from the ICO, or any consultation by the Authority with the ICO.
8. Before allowing any Sub-Processor to Process any Personal Data related to this Contract, the Provider must:
- (a) notify the Authority in writing of the intended Sub-Processor and Processing;
 - (b) obtain the written consent of the Authority;
 - (c) enter into a written agreement with the Sub-Processor which gives effect to the terms set out in paragraph 4 such that they apply to the Sub-Processor; and
 - (d) provide the Authority with such information regarding the Sub-Processor as the Authority may reasonably require.

9. Notwithstanding paragraph 8, the Provider shall remain fully liable for all acts or omissions of any Sub-Processor.
10. In the event of any Data Loss Event, the Provider shall (and shall ensure that its Sub-Processor shall) use its reasonable endeavours to provide full cooperation and assistance, including to investigate the Data Breach by:
 - (a) assisting with any investigation launched by the Authority and/or ICO;
 - (b) facilitating interviews with the Provider's Personnel and others involved in the matter; and
 - (c) making available all relevant records reasonably required by the Authority or ICO to investigate the Data Breach or otherwise comply with Law or the requests of any competent regulatory authority in relation to the Data Breach or its investigation.
11. The Provider shall maintain complete and accurate records and information to demonstrate its compliance with this Schedule. This requirement does not apply where the Provider employs fewer than 250 staff, unless:
 - (a) the Authority determines that the processing is not occasional;
 - (b) the Authority determines the processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; and
 - (c) the Authority determines that the processing is likely to result in a risk to rights and freedoms of Data Subjects.

12. The Provider shall allow for audits of its Personal Data Processing activity by the Authority or the Authority's designated auditor.
13. The Provider shall designate a data protection officer if required by the Data Protection Legislation.
14. The Authority may, at any time on not less than 30 Working Days' written notice, revise this Schedule by replacing it with any applicable Controller to Processor standard clauses or similar terms forming part of an applicable certification scheme.
15. The parties agree to take account of any guidance issued by the ICO. The Authority may on not less than 30 Working Days' notice in writing to the Provider amend this Schedule to ensure that it complies with any guidance issued by the ICO.
16. The Provider shall indemnify the Authority against all Losses due to any failure by the Provider, the Provider's Personnel, a Sub-Contractor or a Sub-Processor to comply with any of the Provider's obligations under this Schedule.

DRAFT

Annex

1. The contact details of the Authority's Data Protection Officer are: Sarah Green, informationmanagement@sheffield.gov.uk
2. The contact details of the Provider's Data Protection Officer (or, if none, manager responsible for data protection) are: Mark Steer, Mark.s@pyramidcarpets.co.uk
3. The Processor shall comply with any further written instructions of the Controller with respect to Processing.
4. Any such further instructions shall be incorporated into an amended version of this Annex, signed by the parties.

Description	Details
Identity of Controller for and the Processor	The parties acknowledge that in accordance with this Schedule and for the purposes of the Data Protection Legislation, the Authority is the Controller and the Provider is the Processor of the Personal Data set out in this Annex.
Duration of the processing	The processing will take place between: (i) 01 March 2026 and (ii) the date the Contract ends (either due to expiry or, where earlier, the date of termination howsoever arising)
Nature and purposes of the processing	The specific processing activities to be carried out include: <ul style="list-style-type: none">• Collection• Recording• Organisation• Structuring• Storage• Adaptation• Alteration• Retrieval• Consultation• Use

- Disclosure by transmission
- Dissemination or otherwise making available
- Alignment or combination
- Restriction
- Erasure or destruction of data (whether or not by automated means)

The purpose of the processing shall be the provision of the services under this Contract.

Type of Personal Data

- Name
- Address
- Date of birth
- Telephone number
- Religious or philosophical beliefs
- Racial origin
- Ethnic origin
- Data concerning health
-

Categories of Data Subject

- Staff (including volunteers, agents, and temporary workers)
- Customers/clients
- Suppliers
- Members of the public

Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data

When the processing is complete, the data will either be (i) returned to the Authority or (ii) deleted, dependent upon which option the Authority requests of the Provider. If the Authority has made no request for the data to be returned within one month of the processing being complete, the Provider shall promptly delete the data.

Schedule 5 Key Performance Indicators (KPIs)

1. The Provider’s performance of the Services shall be subject to the following Key Performance Indicators under this contract are as follows:

KPI Ref	Descriptor	Measure Frequency	Good	Approaching Target	Requires Improvement	Inadequate	Comments
1	<p>Installations and response requirements completed on time:</p> <p>Works are completed within agreed timeframes:</p> <ul style="list-style-type: none"> • Urgent works (Responsive Repairs) <ul style="list-style-type: none"> ○ 24 hours • Routine planned work (Responsive Repairs) <ul style="list-style-type: none"> ○ 25 working days • Installation/Replacement (Voids) <ul style="list-style-type: none"> ○ 4 working days • Installation (Furnished Accommodation) <ul style="list-style-type: none"> ○ 4 working days 	Monthly	95%	86% - 94%	85%	<85%	

	<ul style="list-style-type: none"> ● Refurbishment and Installation (Corporate) <ul style="list-style-type: none"> ○ Agreed based on complexity of works 						
2	<p>Management Information Report:</p> <p>Regular reports are submitted by the supplier providing the following information included at minimum:</p> <ul style="list-style-type: none"> ● Works addressed as per schedule ● Works that missed scheduled response periods ● Number of complaints logged, cause, actions taken and outcomes ● Costs for period and to date <p>Any other reasonable requests by the Council</p>	Monthly	97%	91% - 96%	90%	<90%	

3	<p>Complaints:</p> <p>The number of complaints received either by the supplier or by the Council regarding the supplier's performance that have been successfully resolved by the supplier, including responses provided within the Council's stipulated timeframe</p>	Monthly	94%	86% - 93%	85%	<85%	
4	<p>Invoice Accuracy:</p> <p>Invoices should only be submitted for payment following completion of the works and Council notification of final cost has been approved in Totalmobile. Invoices should be accurate and sufficiently detailed to reflect work completed</p>	Monthly	94%	86% - 93%	85%	<85%	

Schedule 6 Contract Management

1. Authorised representatives

1.1 The Authority's initial Authorised Representative is as set out in Part 1 – Contract Particulars.

1.2 The Provider's initial Authorised Representative is as set out in Part 1 – Contract Particulars.

2. Key personnel

Mark Steer

Christopher Steer

3. Reports

3.1 *Type*

The management information should be provided in Excel format.

3.2 *Contents*

The management information should contain the following information as a minimum:

- Product type by department
- Room types by department
- Completion schedule achieved by department
- Customer satisfaction with service and quality by department
- Cost by department
- Invoices submitted and paid on time
- Number of safeguarding referrals made to Council
- Health and safety incidents reported to Council

3.3 ***Frequency***

Management information is to be provided within 5 working days of the start of each month.

3.4 ***Circulation list***

The Authority's Authorised Representative is as set out in Part 1 – Contract Particulars.

3.5 The Authorised Representatives shall meet at not less than quarterly intervals to monitor and review the performance of this Contract, including, where applicable, the achievement of the key performance indicators (KPIs). Such meetings shall be minuted by the Authority's Authorised Representative and copies of those minutes shall be circulated to and approved by both parties.

3.6 Without prejudice to any other reports required under this Contract, in advance of each meeting to be held in accordance with clause 3.5:

- (a) Where applicable, the Provider shall provide the Authority with a monthly written report detailing its performance against each of the KPIs and identifying any issues regarding the performance of the Contract for discussion at the meeting; and
- (b) the Authority shall notify the Provider of any concerns it has regarding the performance of the Contract for discussion at the meeting.

3.7 At the meeting, the parties shall agree a plan to address any problems identified in the performance of the Contract. In the event of any problem being unresolved, or a failure to agree on the plan, the procedures set out in clause 23 shall apply. Progress in implementing the plan shall be included in the agenda for the next meeting.

3.8 A review meeting to assess the Provider's performance of its obligations under this Contract shall be held at regular intervals throughout the Term. Each meeting shall be attended by senior representatives of each party, together with the Authorised Representatives.

3.9 The Authority may increase the extent to which it monitors the performance of the Services if the Provider fails to meet the KPIs (where applicable) or fails to fulfil its other obligations under this Contract. The Authority shall give the Provider prior notification of its intention to increase the level of its monitoring. The Provider shall bear its own costs

in complying with such enhanced monitoring as is conducted by the Authority pursuant to this clause 3.9.

3.10 The Provider shall submit any other management reports to the Authority in the form and at the interval specified in **Error! Reference source not found.**, or as specified elsewhere in this Contract.

4. **Key personnel**

4.1 Each party shall appoint the persons named as such in this **Error! Reference source not found.** as the individuals who shall be responsible for the matters allocated to such Key Personnel. The Key Personnel shall be those people who are identified by each party as being key to the success of the implementation and/or operation of the Services and who shall be retained on the implementation and/or operation of the Services for such time as a person is required to perform the role which has been allocated to the applicable Key Personnel. The Key Personnel shall have the authority to act on behalf of their respective party on the matters for which they are expressed to be responsible.

4.2 The Provider shall not remove or replace any of the Key Personnel unless:

- (a) required to do so by the Authority in accordance with clause 8.2 or clause 8.3;
- (b) the person is on long-term sick leave;
- (c) the element of the Services in respect of which the individual was engaged has been completed to the Authority's satisfaction;
- (d) the person resigns from their employment with the Provider; or
- (e) the Provider obtains the prior written consent of the Authority.

4.3 Each party shall ensure that the role of each of its Key Personnel is not vacant (in terms of a permanent representative) for more than 60 Working Days, unless a longer term is agreed by the Parties in which case the Provider shall submit valid reasons for the longer term. Any replacement shall be as, or more, qualified and experienced as the previous incumbent and fully competent to carry out the tasks assigned to the Key Personnel whom they have replaced. A temporary replacement shall be identified with immediate effect from the Provider or the Authority becoming aware of the role becoming vacant.

4.4 If the Provider replaces the Key Personnel as a consequence of this clause 4, the cost of effecting such replacement shall be borne by the Provider.

DRAFT

Schedule 7 Change Control

1. Definitions

- 1.1 Change:** any change to this Contract including to any of the Services.
- 1.2 Change Control Note:** the written record of a Change agreed or to be agreed by the parties pursuant to the Change Control Procedure.
- 1.3 Change Control Procedure:** the procedure for changing this Contract, as set out in this Schedule 7 (Change Control).

2. General principles

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

3. Procedure

- 3.1** Discussion between the Authority and the Provider concerning a Change shall result in any one of the following:
 - (a) no further action being taken; or
 - (b) a request to change this Contract by the Authority; or
 - (c) a recommendation to change this Contract by the Provider.

- 3.2 Where a written request for a Change is received from the Authority, the Provider shall, unless otherwise agreed, submit two copies of a Change Control Note signed by the Provider to the Authority within three weeks of the date of the request.
- 3.3 A recommendation to amend this Contract by the Provider shall be submitted directly to the Authority in the form of two copies of a Change Control Note signed by the Provider at the time of such recommendation. The Authority shall give its response to the Change Control Note within three weeks.
- 3.4 Each Change Control Note shall contain:
- (a) the title of the Change;
 - (b) the originator and date of the request or recommendation for the Change;
 - (c) the reason for the Change;
 - (d) full details of the Change, including any specifications;
 - (e) the price, if any, of the Change;
 - (f) a timetable for implementation, together with any proposals for acceptance of the Change;
 - (g) a schedule of payments if appropriate;
 - (h) details of the likely impact, if any, of the Change on other aspects of this Contract including:
 - (i) the timetable for the provision of the Change;
 - (ii) the personnel to be provided;
 - (iii) the Charges;
 - (iv) the Documentation to be provided;
 - (v) the training to be provided;
 - (vi) working arrangements;
 - (vii) other contractual issues;
 - (i) the date of expiry of validity of the Change Control Note;
 - (j) provision for signature by the Authority and the Provider; and
 - (k) if applicable, details of how costs incurred by the parties if the Change subsequently results in the termination of this Contract under clause 24.1(g) will be apportioned.

3.5 For each Change Control Note submitted by the Provider the Authority shall, within the period of the validity of the Change Control Note:

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

3.6 A Change Control Note signed by the Authority and by the Provider shall constitute an amendment to this Contract.

DRAFT

Schedule 8 Safeguarding

1. Safeguarding children and vulnerable adults

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

Schedule 9 Special Conditions

None

DRAFT