



DATED

07/04/2025

(1) THE LONDON BOROUGH OF HAMMERSMITH AND FULHAM

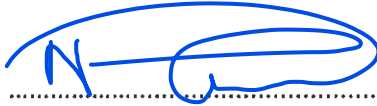
AND

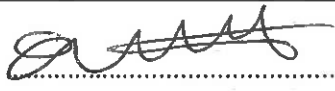
(1) JOHN LEWIS

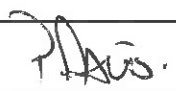
**SUPPLY OF GOODS
CONTRACT**

Special terms:	N/A
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This Contract has been entered into on the date stated at the beginning of it.

Signed by an authorised officer) for and on behalf of) the Mayor and Burgesses of the) Council of the London Borough) of Hammersmith and Fulham	 Signature of authorised officer Neil Thurlow Print name (ALL CAPITALS)
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Signed for and on behalf of []	John Lewis) PLC)  Signature of director DAWN DAVIDSON Print name (ALL CAPITALS)
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[]	 Signature of director/secretary /witness Patrick Davis Print name (ALL CAPITALS)
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Council Policies: the Council's mandatory policies and/or guidance for contracts set out in Schedule 3, as amended by notification to the Contractor from time to time.

[**Delivery Date:** the date for delivery of the Goods, as set out in the Contract Details.]

[**Delivery Location:** the address for delivery of the Goods, as set out in the Contract Details.]

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

Equivalent Hourly Wage: means the hourly wage paid to an employee and calculated using the same method as prescribed by the National Minimum Wage Act 1998 and related applicable law to assess whether an employee is at any time receiving the national minimum wage (as identified in that Act);

Expiry Date: the expiry date of this Contract, as set out in the Contract Details.

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

[**Goods:** any goods including any Deliverables to be provided by the Contractor pursuant to the Contract, as described in the Specification.]

Group: in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company, and in relation to the Council, any person, company, partnership, firm, association and/or other body with whom the Council is associated or has a relationship, financial or otherwise.

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

A reference to **writing** or **written** includes email but does not include fax.

- 1.5 The Parties acknowledge and agree that this Contract is intended to benefit all of the Parties equally and have had the opportunity to take legal advice. Accordingly, the rule of construction known as "contra proferentem" shall not apply.
- 1.6 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.
- 1.7 The Schedules form part of this Contract and have effect as if set out in full in the body of this Contract.

2 COMMENCEMENT AND TERM

- 2.1 The Contract shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with its terms, until the Expiry Date, when it shall terminate automatically without notice.

3 ORDER OF PRECEDENCE

- 3.1 If there is any conflict or ambiguity between the terms of this Contract then a term contained in a document higher in the following list shall have priority over one contained in a document lower in the list
 - 3.1.1 the Contract Details;
 - 3.1.2 the Conditions;
 - 3.1.3 the Schedules other than the Contractor's Proposal and the Council Policies;
 - 3.1.4 the Council Policies; and
 - 3.1.5 the Contractor's Proposal.

4 CONTRACTOR'S GENERAL OBLIGATIONS

The Contractor shall:

- 4.1 ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract.
- 4.2 co-operate with the Council in all matters relating to the Contract, and comply with all instructions of the Council and the Council's Representative;
- 4.3 appoint or, at the request of the Council, replace without delay a manager, who shall

respect the Council relies on the Contractor's skill and judgement;

6.3.2 are free from defect in design, material and workmanship and will remain so for a period of 12 months from the Delivery Date; and

6.3.3 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.]

7 DELIVERY

7.1 The Contractor shall ensure that:

7.1.1 the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;

7.1.2 each delivery of Goods is accompanied by a delivery note which shows the order number, the type and quantity of Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the relevant order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and

7.1.3 if the Contractor requires the Council to return any packaging material to the Contractor, that fact is clearly stated on the delivery note. Any such packaging material shall be returned to the Contractor at the cost of the Contractor.

7.2 Delivery of the Goods is completed on the completion of unloading of those Goods at the Delivery Location.

7.3 The Contractor shall not deliver the Goods in instalments or stages unless otherwise agreed in writing by the Council.

7.4 The Council shall:

7.4.1 provide such access to the Council's premises and data, and such office accommodation and other facilities as may reasonably be requested by the Contractor and agreed with the Council in writing in advance, strictly as may be necessary for the purposes of providing the Goods; and

7.4.2 provide such necessary information for the provision of the Goods as the Contractor may reasonably request.

7.5 A failure by the Council to comply with the terms of the Contract can only relieve the Contractor from complying with its obligations under the Contract with effect from the date on which the Contractor notifies the Council in writing and in reasonable detail of the Council's failure and its effect or anticipated effect on the supply of the Goods.

8 CHARGES AND PAYMENT

8.1 In consideration for the provision of the Goods, the Council shall pay the Contractor the Charges in accordance with this Clause 13 and Schedule 2.

8.2 [The Charges are inclusive of the costs of packaging, insurance and carriage of the Goods.]

8.3 No extra fees, charges or costs shall be effective unless agreed in writing and signed by the Council.

8.4 All amounts payable by the Council exclude amounts in respect of value added tax (VAT) which the Council shall additionally be liable to pay to the Contractor at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice.

8.5 The Contractor shall submit invoices for the Charges plus VAT if applicable to the Council monthly in arrears, on or after the third day of each month. Each invoice shall include all supporting information reasonably required by the Council.

8.6 The Council shall pay each undisputed invoice which is properly due and submitted to it by the Contractor within 30 days of receipt, to a bank account nominated in writing by the Contractor.

8.7 If the Council fails to make any payment due to the Contractor under the Contract by the due date for payment, then, without limiting the Contractor remedies under Clause 16 (Termination), the Council shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this Clause will accrue each day at 4% a year above the Bank of England's base rate from time to time.

the provisions of the FOIA and EIRs.

- 10.4 The Council is responsible for determining in its absolute discretion whether any information is exempt from disclosure under the FOIA and EIRs.

11 CONFIDENTIALITY

- 11.1 Subject to Clauses 17 and 18.2, each Party shall keep the other Party's Confidential Information confidential and the Confidential Information of any members of that Party's Group confidential and shall not:

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

11.1.2 disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this Clause 18.

- 11.2 The obligation to maintain confidentiality of Confidential Information does not apply to any Confidential Information:

may terminate the Contract immediately. In any event, if the period of delay or non-performance continues for four weeks, the Party not affected may terminate the Contract by giving five days' written notice to the affected Party.

- 11.3 **Subcontracting and assignment.** The Contractor may not assign, novate, subcontract or otherwise dispose of any or all of its rights and obligations under the Contract without the prior written consent of the Council. If the Council consents to any subcontracting by the Contractor, the Contractor shall remain responsible for all acts and omissions of its subcontractors as if they were its own.

- 11.4 **Local authority powers.** Nothing contained or implied in this Contract or any consent or approval granted pursuant to it shall prejudice or affect the rights, powers, duties and obligations of the Council whether before or after execution when acting in the exercise of its functions as the local authority, local planning authority, highway authority, water authority and/or any other statutory authority (rather than as a party to this Contract) and such rights, powers, duties, and obligations under all public and private Laws may be as fully and effectually exercised as if it were not party to this Contract and any approval, consent, direction or authority given by the Council as a local or other statutory authority shall not be or be deemed to be an approval, consent, direction, or authority given under this Contract and vice versa.

- 11.5 **Entire agreement.**

11.5.1 This Contract constitutes the entire agreement between the Parties and each Party acknowledges that it has not relied on any previous agreements, statements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

11.5.2 Any terms purported to apply explicitly or implicitly by the Contractor by any means (including without limitation by way of a quote, invoice or proposal) are expressly excluded from this Contract.

governed by, and construed in accordance with, the law of England and Wales.

11.15 Jurisdiction. Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or

claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

SCHEDULE 2 CHARGES

(A) Charges	One off payment of £60,000 to be made to John Lewis.
(B) Invoicing Arrangements	H&F to pay John Lewis in advance of goods delivery. Payment will be made in advance of deliveries being made on dates agreed. John Lewis to invoice for the full amount (£60,000).

SCHEDULE 4
DATA PROTECTION¹

1 DEFINITIONS

1.1 In this Schedule the following phrases have the following meanings:

Word or Phrase	meaning
Law:	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, , regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or requirements with which the Processor is bound to comply;
Processor Personnel:	means all directors, officers, employees, agents, consultants and contractors of the Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Contract;
Data Protection Impact Assessment:	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer	take the meaning given in the UK GDPR;
Data Loss Event:	any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
Data Subject Request:	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
Joint Controllers:	where two or more Controllers jointly determine the purposes and means of processing;
LED:	Law Enforcement Directive (<i>Directive (EU) 2016/680</i>) as it forms part of the law of the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018
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 the such measures adopted by it);
Sub-processor:	any third Party appointed to process Personal Data on behalf of that Processor related to this Contract.

- (c) state of technological development; and
- (d) cost of implementing any measures;

2.4.3 ensure that:

- (a) the Processor Personnel do not process Personal Data except in accordance with this Contract (and in particular Annex 1);
- (b) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (i) are aware of and comply with the Processor's duties under this clause;
 - (ii) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
 - (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 Controller or as otherwise permitted by this Contract; and
 - (iv) have undergone adequate training in the use, care, protection and handling of Personal Data; and

2.4.4 not transfer Personal Data outside of the UK unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

- (a) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or LED Article 37) as determined by the Controller;
- (b) the Data Subject has enforceable rights and effective legal remedies;
- (c) the Processor 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 bound, uses its best endeavours to assist the Controller in meeting its obligations); and
- (d) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;

2.4.5 at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.

2.5 Subject to clause 2.8, the Processor shall notify the Controller immediately if it:

- 2.5.1 receives a Data Subject Request (or purported Data Subject Request);
- 2.5.2 receives a request to rectify, block or erase any Personal Data;
- 2.5.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- 2.5.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
- 2.5.5 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
- 2.5.6 becomes aware of a Data Loss Event.

- 2.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice to the Processor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 2.15 The Contractor shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Contract in such a way as to cause the Council to breach any of its applicable obligations under the Data Protection Legislation.
- 2.16 The Contractor shall indemnify and keep indemnified the Council against all losses, claims, damages, liabilities, costs and expenses (including reasonable legal costs) incurred by it in respect of any breach of this Schedule 4 by the Contractor and/or any act or omission of any sub-contractor.

Type of Personal Data being Processed	<ol style="list-style-type: none"> 1. Contact Information: This includes names, phone numbers, and email addresses of the council representatives involved in the transaction. 2. Delivery Information: Addresses where the goods will be delivered.
Categories of Data Subject	Council Representatives: Individuals from the council who are involved in the transaction
Plan for return and destruction of the data once the processing is complete	Data to be destroyed in line with contractors' policies once it has complied with financial regulations.