

DATED 24<sup>th</sup> June 2025

AGREEMENT

ASHFIELD DISTRICT COUNCIL

-and -

CITIZENS ADVICE CENTRAL NOTTINGHAMSHIRE

relating to the provision of The Financial Resilience Project - Ashfield ref: ADC  
PS1

## Articles of Agreement

This CONTRACT is made the 24<sup>th</sup> day of June 2025  
between

- (1) Ashfield District Council of Council Offices, Urban Road ,Kirkby in Ashfield, Nottinghamshire NG17 8DA ("the Council"); and
- (2) Citizens Advice Central Nottinghamshire (Company No 03618859) whose registered office is situate at The Library and Information Centre, Eastwood, Nottinghamshire NG16 3GB ("the Supplier") of the other part.

### WHEREAS IT IS HEREBY AGREED

- 1 The Council sought quotations for certain services more particularly described in the Invitation to Tender ("ITT") ("The Services") such ITT including but not limited to :
  - Invitation to Tender
  - The Council's Standard Terms and Conditions of Contract for Services
  - Specification of Works
  - Supporting Information

A copy of which is attached at Appendix 1 and incorporated into this Contract

- 2 The Supplier on 24 April 2025 submitted, and subject to the terms and conditions of the ITT, made a Tender Response for the Services ("the Tender Response") a copy of which is attached at Appendix 2 and incorporated into this Contract.
- 3 The Council in reliance upon the Supplier Tender Response referred to in 2 above, accepted the Suppliers Tender Response contained in their Tender Response and awarded the Contract comprising the ITT, the Tender Response, the Council's standard terms and conditions of contract for services and supporting information to the Supplier which award the Supplier accepted detailed in their acceptance letter a copy of which is attached at Appendix 2.

NOW IT IS AGREED between the Council and the Supplier as follows:

- 1 The Contract constitutes the sole agreement between the Council and the Supplier for the provision of Services and the terms and conditions

of this Contract are those contained within the Invitation to Tender and the Council's standard terms and conditions of contract for services

- 2 The Supplier shall provide the Services in accordance with the provisions of the ITT and the Tender Response to the reasonable satisfaction of the Council for the contract period as specified within the ITT which for the avoidance of doubt is *Ten Months*
- 3 The Contract value is to be Thirty Two Thousand Six Hundred and Nine Pounds (£32,609.00 )
4. The Commencement date of the Contract is the 2 June 2025 and expiry date is 31 March 2026
5. In the event of ambiguity conflict or contradictions the Council's ITT and the Council's standard terms and conditions of contract for services within Appendix 1, shall take precedence in the case of any dispute difference or conflict relating to this Contract.

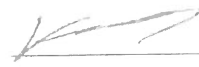
**AS WITNESS** the parties have executed this agreement on the day and year first above written.

Signed for and on behalf of  
**ASHFIELD DISTRICT COUNCIL**

In the presence of:



In the presence of:  
Signature, name, address

 *KAY YIP*  
*Council Offices, Urban Road,*  
*Kirkby-in-Ashfield, NG17 8DA*

SIGNED for and on behalf of  
**CITIZENS ADVICE CENTRAL**  
**NOTTINGHAMSHIRE**

In the presence of:

Signature, name, address



*C. J. Pass*

*CHRIS PASS*

*THE LIBRARY + INFORMATION*  
*CENTER*

*EASTWOOD*

*NOTTINGHAMSHIRE*

*NG16 3GB*



## CONTRACT PARTICULARS

Address for acceptance of  
Notices – Council

Ashfield District Council  
Urban Road  
Kirkby in Ashfield  
Nottinghamshire  
NG17 8DA  
FAO: Authorised Officer named below

Address for acceptance of  
Notices – Contractor

Citizens Advice Central Nottinghamshire  
The Library and Information Centre  
Eastwood  
Nottinghamshire  
NG16 3GB

Authorised Officer:

Nathan McNicholas  
Senior Economic Development Officer  
Forward Planning & Economic Growth  
Ashfield District Council  
[Nathan.McNicholas@ashfield.gov.uk](mailto:Nathan.McNicholas@ashfield.gov.uk)

Commencement Date:

2 June 2025

Conditions of Contract:

The agreed terms and conditions of  
contract contained in Appendix 1

Contract Period:

Ten months from 2 June 2025 to  
31 March 2026

Council

Ashfield District Council  
Urban Road  
Kirkby in Ashfield  
Nottinghamshire  
NG17 8DA

Insurance requirements:

Employers Liability Insurance -  
£10,000,000.  
Public Liability Insurance - £5,000,000.  
Professional Indemnity Insurance -  
£2,000,000.

Price:

£32,609.00

Specification:

The Specification contained in the  
Invitation to Tender contained in  
Appendix 1 and 2.



**The Financial Resilience Project -  
Ashfield**

**Ref: ADCPS1**

**Tender Reference: DN\*\*\*\*\***

**Invitation to Tender (ITT)**

**PART ONE**

**Process Overview  
Open Procedure**

# 1 BACKGROUND AND CONTEXT TO THE PROCUREMENT

## 1.1 Background and Objectives of the Procurement Process

Nottinghamshire County Council (the Council) is seeking tenders, on behalf of Ashfield District Council (ADC).

The primary goal of the UK Shared Prosperity Fund is to build pride in place and increase life chances – Levelling Up White Paper missions, particularly:

‘By 2030, pride in place, such as people’s satisfaction with their town centre and engagement in local culture and community, will have risen, with the gap between the top performing and other areas closing.’

Recognising the acute challenges town centres and communities have faced during the pandemic, this Fund will improve the places people live in, and support individuals and businesses. It will drive noticeable improvements that matter to local communities, foster local pride in place and increase life chances including health outcomes, supporting high quality skills training, supporting pay, employment, and productivity growth by:

- o Boosting productivity: pay, jobs and living standards by growing the private sector.
- o Spreading opportunities and boosting public services
- o Restoring a sense of community, local pride and belonging
- o Empowering local leaders and communities

ADC require a Single Supplier to carry out this work.

Contract Length: 10 months.

Contract Value: £32,609.

## 1.2 Scope of Services

See specification.

## 1.3 Purpose of the Invitation to tender (ITT)

The purpose of this document and appendices is to provide bidders with sufficient information on the opportunity and the requirements of ADC to enable them to compile a valid and comprehensive bid that meets the needs of the service.

## 1.4 Contract Terms & Conditions

- 1.4.1 The successful bidder will be required to enter into a contract under the authority's Terms & Conditions of Contract for Services.
- 1.4.2 A copy of the standard terms & conditions of contract (for goods and services) to be used are available from Ashfield District Council standard terms and conditions within the “Related Documents” section.

## 1.5 Insurance & Indemnity



- 1.5.1 The Authority requires the following minimum levels of insurance / indemnity. The Supplier will be required to hold the appropriate levels for the duration of the contract:
- Employer's Liability: £10,000,000.
  - Public Liability & Product Liability: £5,000,000.
  - Professional indemnity insurance £2,000,000.
- 1.5.2 In exception cases the Authority may agree to a lower figure on professional indemnity, and it must be identified on any quote that the supplier does not have professional indemnity insurance for £2,000,000.

## **1.6 Data Protection**

- 1.6.1 The bidder shall ensure that any information that is provided as part of the tender process is always compliant with their obligations under the Data Protection Act 2018 and General Data Protection Regulations ((EU) 2016/679).
- 1.6.2 Any contract specific requirements in respect of data, being subject to data protection legislation, are set out in the specification and contract documents.

## **1.7 Confidentiality**

- 1.7.1 All documents, contracts, and other information issued by the authority relating to the quote shall be treated by the supplier as private and confidential for use only in connection with the quote and any resulting contract and shall not be disclosed in whole or in part to any third party without the prior written consent of the authority.
- 1.7.2 All information provided by suppliers as part of a quote return will be treated as confidential, notwithstanding any obligation on the authority arising under the provisions of Freedom of Information or related legislation, or any other requirement for the disclosure of information applicable under the law of England and Wales.

## **1.8 Freedom of Information**

- 1.8.1 The authority is subject to the requirements of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004; and may be obliged to disclose information (including information provided by bidders) in accordance with the requirements of this legislation.
- 1.8.2 Bidders should state if any information supplied by them is confidential or commercially sensitive or should not be disclosed in response to a request for information under the Act and should state why they consider the information to be confidential or commercially sensitive. This will not guarantee that the information will not be disclosed but will be examined in the list of the exemptions provided in the Act.

## **1.9 Intellectual Property**

- 1.9.1.1 Unless otherwise specified or agreed, it is the intention of the authority that all intellectual property rights in all works or supplies provided in relation to this quote which are written

or produced on a bespoke or customised basis, including, without limitation, all future such rights when the said works are created, shall be owned by the authority, and the supplier shall ensure that it executes all documents necessary to effect such ownership.

- 1.9.1.2 Where the supplier provides existing intellectual property rights protected material to the authority in relation to this quote, it shall disclose this to authority; warrants it has the right to do so; and shall fully indemnify and hold the authority harmless against all loss or liability arising from any third-party intellectual property rights claims arising both from such existing material and in relation to any such bespoke work.
- 1.9.1.3 Except as provided above, both parties retain ownership of their pre-existing intellectual property rights protected material.

## 1.10 Accessibility Regulations

- 1.10.1 All documents produced as part of the study/report must meet the requirements of the Public Sector Bodies (Websites and Mobile Applications) (No.2) Accessibility Regulations 2018 or any amendments or additions to the Regulations (referred to as the 'Regulations'). The only third-party content that is exempt from the Regulation and does not have to be accessible is content that is "neither funded nor developed by, nor under the control of, the public sector body". (Section 4.2 e of the Regulations).
- 1.10.2 All public sector bodies including local government have to meet the Accessibility Regulations requirements unless they are exempt. The study/report will be available on the Council's website (and other council's websites if it is a joint study with other councils) therefore, the study/report must meet the accessibility standards required under the Regulations. Further information on these standards is available at:

The Government website at

- <https://www.gov.uk/guidance/accessibility-requirements-for-public-sector-websites-and-apps>
- Government guidance on publishing accessible documents: <https://www.gov.uk/guidance/publishing-accessible-documents>
- Microsoft accessibility checker information: <https://support.microsoft.com/en-us/office/improve-accessibility-with-the-accessibility-checker-a16f6de0-2f39-4a2b-8bd8-5ad801426c7f#PickTab=Windows>
- PDF must pass a PAC3 check if supplied in PDF format: <https://www.access-for-all.ch/en/pdf-accessibility-checker.html>
- Colour contrast information (must pass colour contrast, no matter what their branding is): <https://accessibility.blog.gov.uk/2016/06/17/colour-contrast-why-does-it-matter/>

## 1.11 Tendering Process Stages

This document forms part of a multi-stage procurement process that is intended to lead to the award of contract to the successful bidder/s. The stages are as follows:

- Expression of Interest in the opportunity & completing the documents

- Submitting the bid
- Compliance checking & Qualification assessment
- Evaluation of bids
- Award

These stages are explained in further detail below.

## 2 STAGE ONE - EXPRESSING INTEREST IN THE OPPORTUNITY & COMPLETING THE DOCUMENTS

### 2.1 ITT Overview

The ITT is comprised of a suite of documents and on-line questions summarised in the table below:

Document	Contents
Part 1 - Process Overview (this Document)	Detailed overview of the ITT process with information on assessment and award criteria
Part 2 - Form of Contract	Form of Contract which the successful bidder will enter into with ADC, which is to be signed (or sealed as applicable) prior to the Contract commencing.
Part 3 – Specification	Detailed Specification of the Goods/ Services to be provided, and which will be a part of the Contract
Part 4 – Quality Response	Quality Response – Assessment Questions. Bidders must complete and upload onto the ProContract Portal
Part 5 - Pricing Response	Pricing Response Template which bidders must complete and upload onto the ProContract Portal
Part 6 - Supplier Details	Supplier Details which bidders must complete and upload onto the ProContract portal
Part 7 - Supplier Declaration	Supplier Declaration which bidders must complete and upload onto the ProContract portal
Appendix A - ADC Social Value ITT	Instructions on how to complete and submit your Social Value Bid ( <b>Bidders must complete and submit bids via the Social Value Portal</b> )
Appendix B - Output and Outcome evidencing	Bidders must complete the evidencing column and upload onto the ProContract portal
Terms & Conditions of Tender	These are the rules of using the on-line tendering system (Portal) and the Councils general rules on tendering. Bidders must read and accept these by clicking 'Accept' before they are able to submit their response.

### 2.2 Indicative timetable

The following table sets out a summary of this process and an **indicative** timetable. Please note that the Council, reserves the right to change any of the dates or stages set out in the table below at its absolute discretion:

Procurement Process Summary and Indicative Timetable

Stage	Description	Date(s)
Tender advertisement date	Date tender advertised online, and tender documentation is available	Monday 14th April 2025
Tender clarification stage	Period during which bidders may raise clarifications on the ITT,	Friday 25th April 2025 at 12:00 hours GMT
ITT Response Date	Date by which bidders must compile their bids in the required format and submit them.	Friday 2nd May 2025 at 12:00hrs GMT.
Evaluation stage	Period during which the Council may wish to invite bidders to meet in order to clarify aspects of tender submissions.	Friday 2nd May – Monday 12 <sup>th</sup> May 17:00 hrs GMT
Notification of evaluation outcome and award decision	After selection of any successful bidder(s), the Council will notify all bidders of the outcome of the evaluation, and the preferred bidder for the tender will be announced	Monday 12th May 2025 at 17:00hrs GMT.
Anticipated contract commencement date	The date the contract will start (subject to clearance of the due diligence checks.)	Monday 2nd June 2025

Bidders are reminded, as set out in Terms and Conditions of Tendering that the Council may vary the procurement process in order to support continued competition, avoid unnecessary costs associated with a bid and adhere to technical, legal or commercial guidance issued subsequent to the ITT.

### 2.3 Tender Clarification

Bidders have the opportunity to submit questions to the Council where they require clarification on the information provided.

Bidders should submit questions via the Portal on-line messaging facility only. Questions received by any other method will not receive a response.

The Council will seek to answer questions within 5 working days following the day of receipt. Bidders are urged to submit any questions as soon as possible and, in any event, no later than the date specified in section 2.2 Indicative Timetable above. Any questions received after this time will not be answered.

If the Council considers any question or request for clarification contains information that should, in the interests of a fair procurement process, be disseminated in a suitably anonymous form, to all bidders, the Council shall be free to disseminate such information to all bidders, with or without any amendments proposed by a bidder.

Where bidders consider that a question submitted to the Council during the ITT and/or the response to any such question is commercially confidential, that request must be indicated “**Commercial in Confidence**” and bidders should specify, where possible, such redactions as would render the request and any response non-confidential. The Council will consider the request for confidentiality. However, the Council reserves the right to act in what it considers to be the best interests of a fair procurement process and in accordance with its obligations under the Freedom of Information Act (FOIA). Before doing so, the Council will inform the bidder of its intention to do so and offer the bidder the opportunity to withdraw the request for clarification before such dissemination.

### 3 STAGE TWO - SUBMITTING THE BID

Bidders must be clear and comprehensive in their responses to the ITT, as this will be the single source of information on which responses will be scored and ranked.

Responses to individual questions should comply with any word limit set and whether any supporting documents are or are not allowed. Responses to individual questions should not cross-refer to the answer or, if allowed, to any supporting document allowed in response to another question. Any information that is cross-referenced this way will not be considered or evaluated when considering the response.

Bidders must not assume that their past or current supplier relationships with the Council or ADC will be taken into account in the evaluation procedure. In evaluating bids from bidders, the Council and ADC will only consider information provided in response to the ITT.

Bidders will not be able to complete submissions unless the "Accept" button has been clicked for the Terms and Conditions of Tender.

If you experience any issues with the system, and the [online help tools](#) cannot assist, please contact the Technical Support Team. [mailto: ProContractSuppliers@proactis.com](mailto:ProContractSuppliers@proactis.com)

#### 3.1 ITT Response Date

Bidders must submit their bids through the e-procurement Portal before the **deadline shown in the Portal**.

Failure to return bids by the due date or in the required format will disqualify bidders from consideration. Bidders must ensure they give themselves sufficient time to upload all relevant documentation before the final cut off time. The portal will not allow bids to be uploaded after the deadline.

#### 3.2 Complete and upload the documents

The following documents **must be** completed and uploaded onto the e-procurement Portal by the deadline:

Part 4 - Quality Response – Assessment Questions (upload onto ProContract portal)
Part 5 - Pricing Response (upload onto ProContract portal)
Part 6 – Supplier Details (upload onto ProContract portal)
Part 7 - Supplier Declaration (upload onto ProContract portal)
Appendix B – Output and Outcome Evidence (upload onto ProContract portal)

**The Social Value Assessment Questions must be submitted through the Social Value Portal.**

#### 3.3 ADC Procurement Strategy & Social Value Policy

- 3.3.1 ADC is committed to ensuring that services are delivered in a way that protects the quality of the environment and minimises any adverse impact on community well-being. The Council recognises that procurement can be integral in delivering more sustainable outcomes for ADC. To achieve this, it is necessary to ensure that environmental and broader sustainability considerations are considered throughout the procurement process, where practicable.
- 3.3.2 ADC is faced with having to deliver the services that local people need with fewer resources, and the delivery of services needs to be targeted, innovative and focussed on improving the quality of life in Ashfield. Maximising social value through the commissioning and



procurement of public services will help ADC in achieving this goal, and so a social value approach has been adopted that gives greater thought about how we can best use limited resources more strategically, to produce a wider benefit than would otherwise have been achieved.

3.3.3 ADC considers 'local' to comprise anything located or occurring within the boundaries of Ashfield District.

3.3.4 Further information can be found on ADC's 'Procurement' page:

<https://www.ashfield.gov.uk/your-council/financial-information/procurement/>

### 3.4 Social Value Portal

Please refer to the separate ITT document Appendix A - ADC Social Value ITT for a detailed overview of the process the Council will follow to evaluate Social Value submissions from bidders as part of this procurement. Instructions on how to register on Social Value Portal and how bidders using the Social Value Portal can select the measures to set targets against as part of their Social Value proposals are contained in Appendix A – ADC Social Value ITT.

**If you do not submit a Social Value bid through the Social Value Portal, your core requirements bid will be disqualified and will not be evaluated.**

3.4.1 ADC is committed to a performance and evidence-based approach to Social Value, based on the National TOMs (Themes, Outcomes and Measures) developed by the Social Value Portal.

- The project reference for this tender is:

**SI0-0000-1NzLZ**

- In the event that you are having difficulties accessing or using the Social Value Portal, please contact SVP support in the first instance:

[support@socialvalueportal.com](mailto:support@socialvalueportal.com)

3.4.2 If you are still having difficulties with the SVP portal or are not getting a timely response from the SVP Support, please send us a message via the ProContract portal explaining the issue **before the response deadline**, as we may not be able to address any issues once the tender has closed. The National TOMs are available to review at the Social Value Portal (<http://socialvalueportal.com/national-toms/>) and bidders will also be given access to them as a part of this tender. The TOMs within this tender process have been adapted to reflect the specific needs of the organisation. Please see the link below which explains how the SVP measure social value: <https://www.youtube.com/watch?v=SGo7gMitCDQ>

3.4.3 Bidders are required to propose credible targets against which performance (for the successful bidder) will be monitored. ADC is not being prescriptive as to which TOMs measures are being sought from bidders by way of Social Value proposals and bidders are free to choose those measures that are proportional and relevant to their business and this specific contract. However, a key success factor for bidders will be the ability to deliver against the commitments made.

### 3.5 Social Value Management Fee

3.5.1 There is no charge for Tenderers to access the Social Value Portal for the purpose of responding to this tender. However, for the successful Tenderer who is subsequently

awarded the contract, there is a charge of 0.2% of the total contract value, with a minimum fee of £750 per annum and capped at a maximum possible fee of £7,500 per annum. The fee is paid annually in advance of each year of the contract.

3.5.2 The winning bidder will be required to contract directly with the Social Value Portal who will provide the following services to the supplier.

- Online account with Social Value Portal to allow contract management and project reporting account
- Technical support with data entry (e.g. access and functionality issues)
- Confirmation of evidence required to satisfy requirements
- Quarterly reports showing progress against targets
- End of project summary report and case study

3.5.3 The winning bidder will be invoiced directly by The Social Value Portal (SVP) upon award and will be responsible under the terms of the contract for payment directly to SVP.

3.5.4 Table 1: Contract Management Fee

Contract Value	Annual Fee
> £3.75m	£7,500
£375k - £3.75m	0.2% of contract value
< £375k	£750

3.5.5 This fee will not be included in the price evaluation. Where Tenderers are reflecting this fee in their pricing schedule it should be shown separately, i.e. not included in the tender sum.

## 4 STAGE THREE - COMPLIANCE CHECKING & QUALIFICATION ASSESSMENT

### 4.1 Bid Compliance

Bidders who do not submit a compliant bid or fail to comply with any of the instructions set out in this ITT will be disqualified.

A bid shall only be compliant if it's:

- All required procurement documents listed above (completed as instructed), are uploaded onto the Portal
- the bidder accepts the Contract and Specification/s
- it meets the required minimum scores in relation to Quality as set out in the Award Criteria
- the bid does not exceed the available budget (where this has been specified in the procurement document suite or published notice's)
- is **not** abnormally low or high. The Council and ADC reserves the right not to evaluate in detail any bid that the Council and ADC considers abnormally low in terms of price (or abnormally high units of service compared to available budget), pending receipt of further additional information.

Following receipt of such information (if any) the Council and ADC will treat a bid as abnormal where it appears that, on the basis of the price / units submitted:

- (i) the bidder would be unlikely to be able to deliver its obligations under the Contract;
- (ii) and/or the Council and ADC has serious doubts about the deliverability of the bidder's proposal; and

- the bidder's acceptance is not conditional, or "Qualified", with a counteroffer in any way.

Non-Compliant bids will be excluded from the procurement process and shall not be considered any further from the point in the process, that the non-compliance is confirmed by the Council. The Council will seek clarification from bidders to confirm non-compliance or establish if a correctable error has been made in the submission. The Council reserves the right to complete the evaluation of the bid at its discretion.

## 5 STAGE FOUR - EVALUATION OF BIDS

A formal evaluation process will be undertaken, subsequently, the Council reserves the right to either:

- Award a Contract to a single bidder or;
- Award no Contract at all.

### 5.1 Award Criteria

The award criteria, which will be used to evaluate bids and select a successful bidder to which the Council intends to award the Contract, are designed to allow the selection of the bid that represents the most economically advantageous tender, rather than lowest price alone. This evaluation will be based on a combination of quality, financial and social value criteria as set out below.

#### 5.1.1 Quality Response - Evaluation Scoring & Weightings

The points available, relative weightings, and total score available, for each quality response question and Financial (pricing) and social value element are shown in the tables below:

##### 5.1.1.1 Quality Response – Assessment Questions

The Council will assess Bidders' responses to each question against the criteria set out in the table below, and will award points up to the maximum shown against each heading

QUALITY RESPONSE – ASSESSMENT QUESTIONS		WEIGHTING
Assessment Questions	Q1: A Proposal document of how the brief has been interpreted including key assumptions and inputs required. Demonstrate a detailed understanding of methodologies for undertaking the work. Word Count 1500 (this includes words within any images used)	30%
	Q2: A proposed work plan & Gantt Chart, confirming the stated key milestones can be met and assumptions on mobilisation durations from contract award clarified. Word Count 1500 (this includes words within any images used)	15%



	<p>Q3: A resource chart, budgeting strategy and CVs. Identify the staff who will undertake the work, detailing their relevant experience and proportion of time that they will spend on the work stages.</p> <p>Word Count 1000 (this includes words within any images used)</p> <p>No word count limit to CVs</p>	15%
<b>Quality Total:</b>		<b>60%</b>

A score of 3 or above points must be achieved for each of the quality assessment questions to pass, if a score of below 3 is achieved for any quality assessment question, it may mean a failure of the tender down to the Authority's discretion.

<b>SOCIAL VALUE - ASSESSMENT QUESTIONS</b>		<b>WEIGHTING</b>
<b>Social Value Assessment Questions</b>	Q4: Social Value Quantitative Assessment <b>(to be answered on SVP online)</b>	5%
	Social Value Qualitative Assessment <b>(to be answered on SVP online)</b>	5%
	<b>Social Value Total:</b>	<b>10%</b>

#### 5.1.2 Financial – Price Evaluation Scoring Table

<b>Financial</b>	
Pricing Element	Weighting
Fixed Price for providing the services as specified	<b>30%</b>

The Quality (assessment questions) and Financial and Social Value totals will be added together to arrive at the overall score for the bid, which will be expressed as a percentage.

#### 5.2 Scoring the Quality Response

Responses to the questions set out in the Quality Response will be evaluated on a scale of zero to five, as detailed below.

Mark	Guidance
------	----------

0	Answer not supplied
1	Deficient - response insufficient / irrelevant information provided. - Poor explanation/ understanding
2	Limited - relevant information provided but lacking in some details or response only partially addresses question. - some significant weaknesses
3	Satisfactory - an acceptable response in terms of detail, accuracy and relevance. - minor weaknesses
4	Comprehensive - a comprehensive response in terms of details and relevance. - no material weaknesses
5	Superior - as Comprehensive but to a significantly better degree. - no weaknesses

Bidder responses are evaluated by a panel and then moderated for consistency. The final score will be agreed by consensus by the panel]

### 5.3 Scoring the Pricing Response

#### 5.3.1 Price

Price will be evaluated based on a maximum of 30% marks for the lowest priced compliant bid (subject always to the provisions noted above in relation to abnormally low tenders). Other bids will be awarded a number of points in direct proportion to the relation between their bid and the lowest bid, using this formula;

$$Marks = \frac{Lowest Bid}{Bid Price} \times Max Marks$$

The above approach will be applied to both elements of the Price section – see '5.1.2 Financial – Price Evaluation Scoring Table' above

For example, (Counselling Sessions Delivery Costs) if the lowest priced bidder submits a price of £1,000 and the next lowest bidder submits a price of £2,000 the score will be calculated as follows: £1,000/£2,000 x 20% = 10%

### 5.4 Council's Clarification

#### Written Clarification

Post submission of tenders, the Council may request written clarification from bidders on their bid. Any such request will be made via the Portal messaging facility.

It is likely that any response to a clarification question will be required within 5 working days of request. Failure to respond adequately or in a timely manner to clarification questions raised by the Council may result in a bidder not being considered further in the procurement process.

#### Face to Face Clarification

Bidders may be invited to a Clarification meeting, which will be confirmed via the e-

procurement Portal messaging facility at least 48 hours in advance of the proposed time of the meeting. The location for the meeting will be notified when the confirmation is made. The bidder must confirm availability for any such meeting and submit a list of attendees within 24 hours of the confirmation being received.

Bidders can accept or decline a request for a meeting from the Council during the ITT bid evaluation stage.

For the avoidance of doubt, any such Clarification Meeting will be for the purpose of clarification only and the meeting itself will not be solely taken into account in assessing any bid against the Council's award criteria.

## **6 STAGE FIVE - AWARD**

### **6.1 Selection of a successful bidder**

The scores for all criteria will be totalled to give an overall score. The Council intends to select the bidder with the highest overall score as its successful bidder.

In addition to the successful bidder, the Council reserves the right to appoint a reserve bidder at the same time or at any time during the successful bidder stage, the Council may re-engage with such reserve bidder, or any other bidder which has submitted a compliant bid. The Council reserves the right not to appoint a successful bidder.

### **6.2 Notification of Evaluation Outcome**

Once successful bidder/s are selected to proceed to successful bidder stage they, and all other bidders shall be notified of the outcome of the evaluation by letter.

### **6.3 Successful Bidder Stage**

During this stage, the successful bidder will work together with the Council to finalise any finer points of detail in preparation for signature of the Contract. The Council reserves the right to re-engage with any other bidder which has submitted a compliant bid in the event that it is unable to conclude the Contract with the successful bidder.

The Contract is not subject to negotiation. Drafting comments or legal mark-ups of the Contract will not be accepted. Certain specific details of the Contract and its implementation may need to be finalised after selection of the successful bidder. The Council reserves the right to ask bidders to clarify and, where appropriate, revise the precise details of their bids.

The Council reserves the right to conduct necessary due diligence on bids before a successful bidder is appointed and before Contract signature.

### **6.4 De-selection of Successful Bidder**

Following the appointment of a successful bidder, in the event that the successful bidder:

- Makes a material alteration to the bid which formed the basis of its selection as successful bidder (whether as to price or any other aspect of its bid); and/or
- Does not comply with one or more of the provisions this document; and/or
- In the reasonable opinion of the Council fails to make satisfactory progress towards signature of the Contract; and
- In the case of any of the above, fails to remedy the situation to the reasonable satisfaction of the Council within a defined time period having been served notice in writing by the Council;

then the Council shall de-select the successful bidder and exclude the successful bidder from any further participation in the procurement process.

## **6.5 Contract Signature**

Assuming a successful completion of the successful bidder stage, ADC and the Provider will enter into the Contract. Any award of the Contract is conditional on the Contract being approved in accordance with the ADC's internal procedures and approval to proceed. The Council reserves the right not to award a Contract to the successful bidder or to any bidder.

Contracts should be concluded and signed /sealed by both Parties before delivery of the Services commence.



# **Invitation to Tender**

for the provision of

## **The Financial Resilience Project – Ashfield**

### **Specification**

**Ref: ADCPS1**

Published Date: 14<sup>th</sup> April 2025

Return Date: 2<sup>nd</sup> May 2025

Return Time: 12:00hrs GMT

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## Section 1: Details of Requirement

### 2.1 Background

2.1.1 The primary goal of the UK Shared Prosperity Fund is to build pride in place and increase life chances – Levelling Up White Paper missions, particularly:

‘By 2030, pride in place, such as people’s satisfaction with their town centre and engagement in local culture and community, will have risen, with the gap between the top performing and other areas closing.’

Recognising the acute challenges town centres and communities have faced during the pandemic, this Fund will improve the places people live in, and support individuals and businesses. It will drive noticeable improvements that matter to local communities, foster local pride in place and increase life chances including health outcomes, supporting high quality skills training, supporting pay, employment, and productivity growth by:

- Boosting productivity, pay, jobs and living standards by growing the private sector.
- Spreading opportunities and boosting public services
- Restoring a sense of community, local pride and belonging
- Empowering local leaders and communities

2.1.2 Ashfield District Council has received **£1,305,176. (which will be made up of: Capital £571,831 and Revenue £733,346)** to be spent between April 2025-March 2026.

The UK Shared Prosperity Fund is split into three priority investment areas:

#### 1. Communities and Place

- a) Healthy, Safe and Inclusive Communities: Improving health and wellbeing, reducing crime and the fear of crime, bringing communities together and tackling homelessness.
- b) Thriving Places: development of the visitor economy, high streets and town centre improvements.

#### 2. Supporting Local Business

- a) advice and support to business, enterprise culture and start-up support, as well as business sites and premises.

#### 3. People and Skills

- a) Employability: supporting people, including economically inactive, to progress towards and into sustained employment and support for young people who are at risk of becoming NEET.
- b) Essential skills (including numeracy, literacy, ESOL and digital) and employment related skills.

**2.1.3** A proportion of the allocation (£32,609) will be spent on a Financial Resilience - Ashfield project, which fits within the **Community and Place** theme of the UK Shared Prosperity Fund.

**2.1.4** ADC is an ambitious council and the Corporate Plan 2023-27, sets out our plan to build a great Ashfield.

An important part within the Economic Growth and Place priority is to enhance financial resilience skills and raise aspirations by:

- Realigning skills development through delivery of the Education and Skills Improvement Plan

**2.1.5** Ashfield's Education and Skills Improvement Plan (2022-2031):

**Vision:**

**By 2031, Ashfield will have a high quality, local education and skills offer that is accessible and responsive to resident and employer needs. This offer will support all residents to build resilience and develop valuable workplace skills for a strong local economy now and in the future.**

The lifetime of the Education and Skills Improvement Plan is for 10 years, where key objectives are identified.

**Education and Skills Improvement Plan themes and key outcomes linking to Financial Resilience skills within the Ashfield District:**

Talent Attraction and Retention

- Higher employment, reduced unemployment and reduced economic inactivity residents.
- Increased qualification levels
- Improved key stage 4-5 destinations (percentage in sustained education/apprenticeship/employment by level)

Skills to Meet Demand

- Young people employment/unemployment rate, young people sustainable employment rate.



- Reduced “Not in Education, Employment or Training (NEET)” data and “Not Known” data.
- Improved healthy life expectancy (proportion of life spent in good health)
- improved employment rate for residents aged 50+

**At the end of the 10-year plan:**

- Reduce claimant count, economic inactivity, and no qualification percentage.
- Increase NVQ Level 3 or above figures.
- Increase average salary from £29,589, in 2023, to higher than the average salary for the East Midlands, which is currently £31,634.
- Link: <https://www.ashfield.gov.uk/your-council/strategies-plans-policies/education-and-skills-improvement-plan/>

**2.2 Project Description / Summary:**

**Community and Place theme: Ashfield Financial Resilience project:**

- 2.2.1** Ashfield’s Financial Resilience project will work proactively with people and households within the Ashfield district, who are financially excluded at the earliest point to keep them out of crisis and increase long-term financial resilience in areas such as increasing income, reducing spending, improving budgeting, building a safety net and protecting assets.
- 2.2.2** Supporting people in this way contributes to the district’s skills and wellbeing strategies (linking in with the “Improved Green Skills” and “Reduced Economic Inactivity” performance indicators), also reducing the need for households to seek statutory intervention.
- 2.2.3** The Provider will lead on the facilitation and teaching of Financial Resilience sessions (1-2-1 and groups) within venues across the Ashfield district.

Titles of sessions could include:

- Budgeting skills
- Support with benefits, employment and skills.
- Debt management
- Understanding household bills
- Energy efficiency skills
- Understanding pensions, savings and protecting assets like home ownership.
- Understanding banking and interest rates.

- 2.2.4** According to Indices of Multiple Deprivation (IMD) data 2019, Ashfield is ranked as the 68th most deprived district out of 354. The Leamington Ward, Sutton in Ashfield, is the most deprived area within the District. The Ashfield's ward, Sutton in Ashfield, is the least deprived.
- 2.2.5** The Financial Resilience – Ashfield project will focus on community engagement within Ashfield's most deprived communities, and will therefore be based in outreach venues within these four wards;
- Leamington & Sutton Central
  - Carsic
  - Greenwood & Summit
  - New Cross

Link to Ashfield Ward Maps: <https://www.ashfield.gov.uk/community-leisure/maps/>

- 2.2.6** The project is accessible for all adult residents aged 16+ in the Ashfield district, but the Provider have physical presence within the four ward areas that are highlighted in **Clause 2.2.5**.
- 2.2.7** The Provider will work in collaboration with education, employment, and skills providers that can help residents remove barriers, increase their skill levels, and move into sustainable employment.
- 2.2.8** It is key that the Provider can map out a personalised journey and will complete a participation form and an action plan for each resident that accesses the programme.
- 2.2.9** After first intervention, the Provider must provide personalised support to each participant in order to help them progress into sustainable employment or learning.

Outcome targets that the Provider must achieve are highlighted within **Clause 2.5.5** of this tender specification.

- 2.2.10** The Provider will be required to promote the "Ashfield Career Boost" web-based portal on the Ashfield District Council website to participants and ensure the participants are using this as the centralised website for local skills and employment opportunities:

<https://www.ashfield.gov.uk/business-licensing/career-boost/>

Contract bidders must outline in the tender their plans to promote the web-based portal throughout the delivery of the project.

- 2.2.11** Contract bidders must provide a budgeting strategy for the lifetime of the project and must include any match funding / additional funding streams that will be added to the project cost.

A Budgeting strategy is a breakdown of costs required to deliver the project and to meet the minimum outputs and outcomes. This should include labour costs, overheads, management costs, marketing costs, equipment purchases, and venue hire.

Several examples of cost breakdowns can be found in **Clause 2.8**

There is a requirement and expectation that the delivery organisation will need to be flexible and receptive to changing priorities and economic conditions.

- 2.2.12** No equipment will be provided by the Council. It is the expectation that all equipment required to deliver the service will be provided by the service provider for use by their staff.

Access to premises for working in, hosting workshops etc in local areas owned by the Council including council offices will be permitted by arrangement and depending on availability.

There is currently no Wi-Fi available in some of the Ashfield District Council community centres so digital infrastructure is limited. The Provider is not to rely on Council facilities being available for the purpose of delivery as there are competing uses for these venues and therefore should make the relevant allowances.

## **2.3 Health and safety:**

- 2.3.1** The provider shall promptly notify the Council or third-party provider of any health and safety hazards, which may arise or exist at the Council or Providers Premises in connection with the performance of the agreement. The Council shall promptly attend to any health and safety hazards that may exist or arise at their premises that may affect the Provider in the performance of the agreement.

- 2.3.2** While on Council premises or any third-party premises, the Provider shall comply with any health and safety measures implemented by the Council or the owner of the third- party premises in respect of staff and other persons working on the Council or third -party premises.

- 2.3.3** The Provider shall notify the Council immediately in the event of any incident occurring in the performance of the agreement on Council premises or third-party premises where that incident causes any personal injury or damage to property that could give rise to personal injury.

- 2.3.4** The Provider shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations, and codes of practice relating to health and safety, which may apply to staff and other persons working on the Council premises or any third-party premises in the performance of the agreement.

- 2.3.5** The Provider shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to Ashfield District Council on request. In addition to this, the following legislation where relating to assisting and moving: Manual Handling Operations Regulations 1992 (MHOR) (as amended 2002) The Management of Health and Safety at Work Regulations 1999. Lifting Operations and Lifting Equipment Regulations 1998 and Provision and Use of Work Equipment Regulations 1998 (PUWER).

## 2.4 Due Diligence:

- 2.4.1** Financial Due Diligence checks will be undertaken on tenderers and may exclude applicants from further consideration. These checks will include assessment of the applicant's financial standing including ability to deal with cost overruns, the ability to cash flow a project in arrears and absorb a financial irregularity.
- 2.4.2** Applicants must be legally constituted and if the application is approved the applicant organisation will enter into a legally binding Funding agreement and therefore will carry the liability for ensuring that the terms and conditions of the funding agreement are met.
- 2.4.3** The provider will be expected to deliver a minimum of 50% of the support directly. The remainder can be subcontracted by the provider if required but when choosing subcontractors, preference should be given to a Nottinghamshire based provider where possible.

## 2.5 Outputs & Outcomes

- 2.5.1** An indicative set of contract key performance indicators are proposed for the project. The project contract will be monitored against **minimum** targets required to be met by the project deliverer over the contract term.
- 2.5.2** The Provider will be required to deliver full performance outputs / outcomes during June 2025-March 2026.
- 2.5.3** A **Minimum** of 295 clients will participate on the project (OP17 – Number of people reached).
- 2.5.4** To be eligible under the scheme, participants need to:
- Be over 16 years of age
  - Live in the Ashfield district.
- 2.5.5** The indicative set of output and outcome step proposals for the project are:

Output Description	Minimum Output Target Required
• OP12 - Number of local events or activities supported	5
• OP14 - Number of economically inactive people engaging with keyworker support services	150
• OP15 - Number of people participating in adult numeracy provision	12
• OP16 - Number of adults participating in maths qualifications and courses up to, and including, Level 2 equivalent (numerical value)	6

<ul style="list-style-type: none"> <li>OP18 - Number of people receiving support to gain employment.</li> </ul>	18
<ul style="list-style-type: none"> <li>OP 21 - Number of people supported to access basic skills courses.</li> </ul>	37
<ul style="list-style-type: none"> <li>OP22 - Number of people supported to participate in education</li> </ul>	12
<ul style="list-style-type: none"> <li>OP23 - Number of households receiving support</li> </ul>	150
<ul style="list-style-type: none"> <li>OP24 - Number of households supported to take up energy efficiency measures</li> </ul>	18
<ul style="list-style-type: none"> <li>OP27 - Number of volunteering opportunities supported</li> </ul>	6

Outcome Description	Minimum Outcome Target Required
<ul style="list-style-type: none"> <li>OC9 - Jobs safeguarded as a result of support</li> </ul>	10
<ul style="list-style-type: none"> <li>OC18 - Improved engagement numbers</li> </ul>	75
<ul style="list-style-type: none"> <li>OC20 - Number of people in employment, including self-employment, following support</li> </ul>	15
<ul style="list-style-type: none"> <li>OC21 - Number of people sustaining employment for 6 months</li> </ul>	2
<ul style="list-style-type: none"> <li>OC22 - Number of people in education/training following support</li> </ul>	10
<ul style="list-style-type: none"> <li>OC23 - Number of people with basic skills following support</li> </ul>	50
<ul style="list-style-type: none"> <li>OC24 - People gaining a qualification or completing a course following support</li> </ul>	20
<ul style="list-style-type: none"> <li>OC26 - Number of people reporting increased employability through development of interpersonal skills funded by UKSPF</li> </ul>	40
<ul style="list-style-type: none"> <li>OC27 - Estimated carbon dioxide equivalent reductions as a result of support</li> </ul>	20



<ul style="list-style-type: none"> <li>OC31 - Number of referrals to external employment and skills programmes (10%).</li> </ul>	29
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There is a requirement and expectation that the delivery organisation will need to be flexible and receptive to changing priorities and economic conditions.

**2.5.6** Contract bidders must include the evidence that they could supply against the mandatory outputs / outcomes (to be agreed with Ashfield District Council in the pre contract meeting if the application is successful).

Evidence could come from **Clause 2.7.9**

**2.5.7** Contract bidders are to submit their proposed evidencing by completing the evidencing columns (output and outcome indicator tabs) within the enclosed document:

See **Appendix B - Output & Outcome (which includes Unit of Measurements, and Definitions) evidencing**

## **2.6 Project Programme:**

**2.6.1** It is anticipated that the required programme will be as follows:

- Invitation to Tender document out – Monday 14<sup>th</sup> April 2025
- Deadline for potential provider clarification questions – Friday 25<sup>th</sup> April 2025 at 12:00 hours GMT
- Return date deadline – Friday 2<sup>nd</sup> May 2025 at 12:00hrs GMT.
- Offer letter – Monday 12<sup>th</sup> May 2025 at 17:00hrs GMT.
- Pre-start meeting – Friday 16<sup>th</sup> May 2025
- Contract Award – Friday 23<sup>rd</sup> May 2025 at 17:00hrs GMT.
- Commencement meeting – Thursday 29<sup>th</sup> May 2025
- Delivery to commence – Monday 2<sup>nd</sup> June 2025
- Progress meetings – quarterly.
- Performance reports - monthly
- Delivery Programme end date – Tuesday 31<sup>st</sup> March 2026

## **2.7 Project progress:**

**2.7.1** A monitoring and reporting process will be in place and the Provider will be required to submit monthly progress reports and undertake quarterly review meetings with Ashfield District Council

**2.7.2** The Progress Report will detail the following information:

- Summary of activities undertaken in relation to each Work Package.
- Progress towards completion of each Work Package
- Any deviance from agreed Work Plan for the period
- Proposed Work Plan for following period.
- Cost of work completed.

- Demographics, capturing information as per Ashfield District Council's People and Skills Investment Privacy Notice
- Outputs and outcomes achieved to date.
- Quarterly case studies – in both text and video format.

- 2.7.3** If the Provider is underperforming during any stage of the project, then they will work with Ashfield District Council on the development of an Action Plan, which identifies methods to improve performance within an agreed timeframe and to meet identified Key Performance Indicators (KPI's)
- 2.7.4** Ashfield District Council reserves the right to clawback UKSPF budget for the project and withdraw the Providers contract if performance measures are still not met after the successful creation of an Action Plan.
- 2.7.5** Applicants will need to indicate that they are able to deliver the expected level of outputs and outcomes. This will form the basis of the Key Performance Indicators which will be used to monitor delivery for the life of the agreement.
- 2.7.6** Management of the contract will ensure the outputs and outcomes agreed are delivered by Providers or partners and that non-compliance or variation is identified early, and risks are managed.
- 2.7.7** Progress towards output, outcome and financial targets will be reviewed with the Provider on a regular basis to examine delivery against planned outcomes/outputs to ensuring there is no slippage.
- 2.7.8** If sufficient progress is not being made, the Council may request that the Provider produces an action plan to rectify any shortfalls. Progress may then be reviewed more closely until satisfactory improvement towards the targets can be demonstrated. The overall achievements against targets will be reviewed at the end of the financial year and early termination may be actioned as a final resort.
- 2.7.9** Monitoring reports should be accompanied by sufficient evidence. Further evidence may be requested to support monitoring reports and at review meetings. Evidence will include, but is not limited to, the following for the main delivery organisation and any sub-contractors:
- Signed enrolment forms and action plans of individuals that have participated on the programme.
  - Evidence of referrals being made to employment and skills provision (eg emails, appointment letters)
  - evidence of attendance; record of support provided; record of referral or signposting.
  - Evidence of expenditure and defrayal: purchase orders, invoices, bank statement, staff timesheets, salary run, payslips, bank statements showing defrayal.
  - Procurement: evidence to demonstrate appropriate processes have been followed according to procurement guidelines: quotes, tender documents, appraisal, and confirmation documents
  - Marketing: copies of materials and associated costs

**2.7.10** Towards the end of the contract, the Provider must produce a draft evaluation report for Ashfield District Council to review. The report will capture the following information:

- Contract end performance
- Achievements
- Lessons Learned
- Demographics
- Partner and Participant Case Studies
- Conclusion

## Charging and Payments

### 2.8 Charging:

Funds can be used to contribute to the costs of ongoing operational expenses required in the running of the programme, including:

- **Overheads and managements costs** - this should include a proportion of time of management staff, legal and accounting costs, fixed building costs, insurance etc – anything the provider has that is not directly related to the delivery of this project but supports the organisation to function.
- **Delivery costs** – staff salary costs (including Employer NI & Pension contributions) for staff working directly on delivery of the project, staffing costs including travel for direct delivery on the project, marketing costs, venue hire for events, Consultancy and Contractor Costs, evaluation costs etc
- **Small items of equipment**
- **Marketing and publicity costs\***

\*There is an expectation that the successful applicant will work closely with the Council's Communications Teams to develop and get sign off for all promotional resources and events e.g., programme/project promotion, launch events, celebration events, etc.

Revenue funds **cannot** be used to contribute to the following costs:

- paid for lobbying, entertaining, petitioning or challenging decisions, which means using the Fund to lobby (via an external firm or in-house staff) to undertake activities intended to influence or attempt to influence Parliament, government or political activity including the receipt of UKSPF funding; or attempting to influence legislative or regulatory action.
- payments for activities of a party political or exclusively religious nature
- VAT reclaimable from HMRC
- gifts, or payments for gifts or donations
- statutory fines, criminal fines or penalties
- payments for works or activities which the lead local authority, project deliverer, end beneficiary, or any member of their partnership has a statutory duty to undertake, or that are fully funded by other sources.
- contingencies and contingent liabilities
- dividends
- bad debts, costs resulting from the deferral of payments to creditors, or winding up a company.
- expenses in respect of litigation, unfair dismissal or other compensation



- costs incurred by individuals in setting up and contributing towards private pension schemes.

## **2.9 Funding:**

Funding amount of £32,609 has been allocated for project, which fits within the **Community and Place** theme of the UK Shared Prosperity Fund.

The provider will be responsible for meeting any costs over and above the Council's UKPSF allocations including any potential cost over runs and the underwriting of any funding contributions from third parties.

No funding will be provided for any activity after 31 March 2026.

Providers must have spent all agreed funding and be able to evidence defrayal within the 2025-2026 accounts by the end of the funding period, 31 March 2026.

Providers shall promptly repay to the Council any money incorrectly paid for any reason. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Grant monies have been paid in error before all conditions attaching to the Grant have been complied with by the Provider.

Any clawback of funding from Government for ineligible activity, outputs or outcomes will be passed on to the Provider.

There is the potential of additional funds being allocated towards the project in order to deliver additional outputs and outcomes. The provider will be expected to accept the additional funding and deliver as per the contract variation that will be agreed between Ashfield District Council and the Provider.

## **2.10 Match Funding**

There is no specific requirement for match funding. If a provider can demonstrate some level of match however this will be considered as part of the bid as a whole, this can be in financial or resource support.

## **2.11 Payment**

Payments will be made quarterly in arrears following an acceptable quarterly review. The Provider will be expected to submit a quarterly claim for costs incurred for all work completed during the preceding quarter. Claims should be backed by appropriate evidence. Claims will be reviewed, and payments agreed at the review meeting and released by the individual districts within 30 days of receipt of the Providers invoice. Any clawback of funding from Government will be passed on to the Provider.

## **2.12 Roles and Responsibilities**

**2.12.1** The Provider will report directly to Christine Sarris, Assistant Director of Planning, Ashfield District Council, or nominated officer as required.

Client Lead: [Nathan.McNicholas@ashfield.gov.uk](mailto:Nathan.McNicholas@ashfield.gov.uk) (01623) 457391

## 2.13 The Appointment

2.13.1 The Provider will be required to complete the following:

- Delivery of the output and outcomes as listed in **Clause 2.5**
- Submission of monthly performance reports and demographic reports.
- Attend quarterly review meetings and undertake agreed action

## Section 2: Background information

The following reference documents are suggested for information but are not an exhaustive list.

- <https://democracy.ashfield.gov.uk/documents/s27646/Enc.%201%20for%20Corporate%20Plan%20Refresh%202023-2027.pdf> - Corporate Plan for Ashfield 2023-2027
- <https://www.ashfield.gov.uk/your-council/strategies-plans-policies/education-and-skills-improvement-plan/> - Education and Skills Improvement Plan for Ashfield (2022-2031)
- <https://www.ashfield.gov.uk/media/gwsjzwt0/health-and-wellbeing-strategy-2021-2025-a11y.pdf> - Be Healthy, Be Happy: Ashfield Health and Wellbeing Partnership Strategy (2021-2025)
- <https://www.ashfield.gov.uk/business-licensing/career-boost/> - Ashfield Career Boost web-based portal.
- <https://www.ashfield.gov.uk/business-licensing/regeneration-and-funding/> - Regeneration and Funding in Ashfield
- <https://plan.nottinghamshire.gov.uk/> - Nottinghamshire County Council Delivery Plan 2021-2031
- <http://discoverashfield.co.uk/> - Discover Ashfield website.
- <https://www.nomisweb.co.uk/reports/lmp/la/1946157162/report.aspx> - State of District report for Ashfield
- <https://www.ashfield.gov.uk/your-council/financial-information/procurement/> - Ashfield District Council procurement including Social Value
- <https://www.ons.gov.uk/census/maps?lad=E07000170> - Census 2021 map for Ashfield
- <https://www.gov.uk/government/publications/uk-shared-prosperity-fund-prospectus/uk-shared-prosperity-fund-2025-26-technical-note> - UK Shared Prosperity Fund 2025 – 26: Technical Note
- <https://www.gov.uk/government/publications/adult-skills-fund-funding-rules-for-2024-to-2025> - Adult Skills Fund (ASF) Funding rules 2024-2025

## **ASHFIELD DISTRICT COUNCIL**

### **Standard Terms and Conditions of Contract for Services**

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Appendix 1 – Breach Management Form

## Part A - operative provisions

### A1 Definitions

The terms and expressions used in these Standard Terms and Conditions shall have the meanings set out below:

'Assigned Employees'	in respect of clause G4, an individual employed by the Contractor wholly or mainly in the performance of the Services
'Authorised Officer'	the person duly appointed by the Council and notified in writing to the Contractor to act as the representative of the Council for the purpose of the Contract in the Contract Particulars or as amended from time-to-time and in default of such notification the Council's Strategic Procurement Lead Officer or similar responsible officer.
'Business Day'	any day other than a Saturday or Sunday or a public or bank holiday in England.
'Change in Law'	the coming into effect or repeal (without re-enactment or consolidation) in England of any law, or any amendment or variation to any law, or any judgement of a relevant court of law which changes binding precedent in England in each case after the date of this Contract.
'Commencement Date'	the commencement date stated in the Contract Particulars.
'Commercially Sensitive Information'	the information used in the Contract Particulars comprising the information of a commercially sensitive nature relating to the Contractor, its Intellectual Property Rights or its business or which the Contractor has indicated to the Council that, if disclosed by the Council, would cause the Contractor significant commercial disadvantage or material financial loss.

'Confidential Information'

any information which has been designated as confidential by either party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored). This includes information which relates to the Services, the business, affairs, properties, assets, trading practices, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either party, all personal data and sensitive personal data (within the meaning of the DPA).

'Contract'

the agreement in respect of the provision of the Services consisting of the following listed documents which shall be read as one document. In the event of ambiguity, conflict or contradictions between these documents the conflict will be resolved according to the following order of priority.

1. The Contract Particulars.
2. The Special Terms and Conditions.
3. The Standard Terms and Conditions.
4. The Tender except to the extent that any element of the Tender has been included in the Contract Particulars.

'Contract Manager'

the person named in the Contract Particulars as the Contract Manager and any replacement from time-to-time in accordance with clause B3.2.

'Contract Particulars'

the document detailing the specific core terms agreed between the parties with regard to the Services which shall include but not be limited to the Pricing Schedule, delivery instructions, Commencement Date, authorised officer, Contract Manager, Key Personnel, Commercially Sensitive Information, Contract Period, and the Specification and relevant Contract specific details of the Tender included in the document.

'Contract Period'	the period of the Contract as stated in the Contract Particulars (and any extension in accordance with clause B1).
'Contractor'	the contractor and where applicable this shall include the Contractor's employees, sub-contractors, agents, representatives, and permitted assigns and, if the Contractor is a consortium or consortium leader, the consortium members.
Contractor Personnel	means all directors, officers, employees, agents, consultants and contractors of the Contractor and/or of any Sub-Contractor engaged in the performance of its obligations under this Agreement
'Control'	control as defined by section 416 of the Income and Corporation Taxes Act 1988.
Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer	take the meaning given in the Data Protection Legislation
'Council'	the Council named in the Contract Particulars and where the context so admits includes any person which takes over or assumes the statutory functions or administrative responsibilities of the Council (whether in part or totally) or which is controlled by or is under common control with the Council (and the expression 'control' shall mean the power to direct or cause the direction of the general management and policies of the person in question but only for so long as such control exists).
Data Loss Event	any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach



Data Protection Impact Assessment	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data
Data Protection Legislation	<ul style="list-style-type: none"> <li>(i) all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR;</li> <li>(ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy.</li> </ul>
Data Subject Access 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
'Delivery Instructions'	the instructions provided in the Contract Particulars and any other information that the Council considers appropriate to the provision of the Services.
'DPA'	The Data Protection Act 2018
'EIR'	The Environmental Information Regulations 2004.
'Employee'	any person employed by the Contractor to perform the Contract which will also include the Contractor's servants, agents, voluntary and unpaid workers and subcontractors and representatives or, in respect of clause G4 (TUPE and re-tendering) and any other TUPE obligation, an individual employed by the Contractor in the performance of the Services.
'FOIA'	The Freedom of Information Act 2000.

'Force Majeure'

any cause materially affecting the performance by a party of its obligations under this Contract arising from any act beyond its reasonable control and affecting either party. This includes without limitation: acts of God, war, industrial action (subject to clause H6.3), protests, fire, flood, storm, tempest, epidemic, pandemic, explosion, acts of terrorism and national emergencies.

UK GDPR

the General Data Protection Regulation (Regulation (EU) 2016/679)

'Good Industry Practice'

the exercise of such degree of skill, diligence, care and foresight which would reasonably and ordinarily be expected from a skilled and experienced Contractor engaged in the supply of Services similar to the Services under the same or similar circumstances as those applicable to the Contract.

'HRA'

The Human Rights Act 1998.

'Information'

has the meaning given under section 84 of the Freedom of Information Act 2000.

'Intellectual Property Rights'

patents, inventions, trademarks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.

'Invitation to Tender'

the Council's Invitation to Tender for the Contract.

'Key Personnel'

those persons named in the Contract Particulars as being key personnel and any replacement from time-to-time under clause B6.1.5.

'Law'	any applicable Act of Parliament, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the Royal Prerogative, enforceable community right within the meaning of section 2 of the European Communities Act 1972, bye-law, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body of which the Contractor is bound to comply.
'Liabilities'	all costs, actions, demands, expenses, losses, damages, claims, proceedings, awards, fines, orders and other liabilities (including reasonable legal and other professional fees and expenses) whenever arising or brought.
'Order'	an order for Services to be provided where the Contract is identified in the Contract Particulars to be delivered by call off.
Party	A Party to this Contract
Price	the price of the Services as set out in the Contract Particulars. Unless otherwise stated, any reference to price shall be regarded as being exclusive of properly chargeable VAT which shall be separately accounted for.
'Pricing Schedule	the schedule from the Tender detailing the pricing as detailed in the Contract Particulars.

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
'Replacement Contractor'	any company, organisation or person who replaces the Contractor following termination or expiry of all or part of this Contract
'Request for Information'	a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the EIR.
'Services'	the services described in the Specification to be supplied by the Contractor in accordance with the Contract, together with all equipment required and any associated goods provided by the Contractor in relation to those services.
'Special Terms and Conditions'	the additional terms and conditions attached which were set out in the Invitation to Tender.
'Specification'	the specification included in the Contract Particulars setting out the Council's detailed requirements in relation to the Services.
'Standard Terms and Conditions'	the terms and conditions set out in this document.
Sub-processor	any third Party appointed to process Personal Data on behalf of the Contractor related to this Agreement
Tender	the Contractor's tender for the Services in response to the Council's Invitation to Tender.
TUPE	The Transfer of Undertakings (Protection of Employment) Regulations 2006.

A1.1 Any reference to a person shall include any natural person, partnership, joint venture, body corporate, incorporated association, government, government agency, persons having a joint or common interest, or any other legal or commercial entity or undertakings.

A1.2 A reference to any statute, order, regulation or similar instrument shall be construed as a reference to the statute, order, regulation or instrument as amended by any subsequent statute, order, regulation or instrument or as contained in any subsequent re-enactment.

## **A2 Headings**

A2.1 The index and headings to the clauses and appendices to and schedules of this Contract are for convenience only and will not affect its construction or interpretation.

## **A3 Notices**

A3.1 Any notice required by this Contract to be given by either party to the other shall be in writing and shall be served personally, or by sending it by registered post or recorded delivery to the appropriate address or email address notified to each other as set out in the Contract Particulars.

A3.2 Any notice serviced will be deemed to have been served as follows:

A3.2.1 Any notice served personally will be deemed to have been served on the day of delivery;

A3.2.2 Any notice sent by post will be deemed to have been served 48 hours after it was posted;

A3.2.3 Any notice sent by email before 5 p.m. will be deemed to have been served on the day of despatch and otherwise on the following day save where the deemed date of service falls on a day other than a Business Day in which case the date of service will be the following Business Day.

## **A4 Entire agreement**

A4.1 The Contract constitutes the entire agreement between the parties relating to the subject matter of the Contract. The Contract supersedes all prior negotiations, representations and undertakings, whether written or oral, except that this clause A4 shall not exclude liability in respect of any fraudulent misrepresentation.

## **Part B - Provision of Services**

### **B1 Contract Period**

- B1.1 The Contract shall commence on the Commencement Date and subject to clause B1.2 shall continue for the Contract Period.
- B1.2 If the Contract Period includes an option to extend and the Council intends to take up the option, the Contractor shall be notified in writing within the period stated in the Contract Particulars prior to the commencement of the extension. If no such notification is issued the Contract shall automatically expire after the initial Contract Period.

### **B2 Performance**

- B2.1 The Services shall be provided in accordance with any delivery instructions. If no time for delivery is stated in the delivery instructions the Services shall be delivered between 9am and 5pm on a Business Day.
- B2.2 The time of the delivery of the Services is of essence to the Contract.
- B2.3 The Council will have the right to observe the Contractor's performance of the Services if the Services are not being performed on the Council's premises.
- B2.4 If the Contractor at any time becomes aware of any act or omission, or proposed act or omission by the Council which prevents or hinders, or may prevent or hinder the Contractor from performing the Services in accordance with the Contract; the Contractor shall inform the Council and the Council may, at its absolute discretion, extend the period of the Contract accordingly.
- B2.5 If the Contractor at any time becomes aware of any material matter that could affect the performance of the Services in accordance with the Contract, the Contractor shall inform the Council immediately.
- B2.6 If the Contractor has a change in Control, the Contractor shall inform the Council as soon as reasonably practicable.
- B2.7 The Council retains the Contractor for the performance of the Services on a non-exclusive basis.

### **B3 Contract Manager**

- B3.1 The Contractor shall employ a competent and authorised Contract Manager empowered to act on behalf of the Contractor for all purposes connected with the Contract.
- B3.2 The Contractor shall give notice in writing to the Council at once of any change in the identity, address and telephone numbers of the person appointed as Contract Manager. The Contractor shall give maximum possible notice to the Council before changing its Contract Manager.

#### **B4     Ordering process**

- B4.1 Where this Contract is identified as requiring Orders in the Contract Particulars the Contractor shall accept Orders made in writing by the Council under the provisions of this clause.
- B4.2 Except where specified Orders are required to call off the Services the Council gives no guarantees whatsoever as to when any Order will be placed during the Contract Period or under the Contract.
- B4.3 The Orders shall state the type of or part of the Services required including the Council's requirements with regard to timescale for delivery of those Services.

#### **B5     Risk in and title to goods**

- B5.1 Risk in any goods provided as part of the Services shall pass to the Council upon delivery without prejudice to any rights of rejection which may accrue to the Council under the Contract or otherwise.
- B5.2 Title in any goods provided as part of the Services shall pass to the Council upon delivery or earlier payment.

#### **B6     Warranty**

- B6.1 The Contractor warrants to the Council that the Services will be provided as follows:
- B6.1.1 in a proper, skilful and workmanlike manner;
  - B6.1.2 by a sufficient number of appropriately qualified, trained and experienced personnel with a high standard of skill, care and due diligence and in accordance with Good Industry Practice;
  - B6.1.3 in accordance with the Contract and any descriptions provided by the Contractor;
  - B6.1.4 to the reasonable satisfaction of the Authorised Officer;
  - B6.1.5 by Key Personnel (if any) who shall not be released from providing the Services permanently without the written agreement of the Council, except by reason of:
    - B6.1.5.1 sickness;
    - B6.1.5.2 maternity leave;
    - B6.1.5.3 paternity leave;
    - B6.1.5.4 termination of employment;
    - B6.1.5.5 request by the Council;



- B6.1.5.6 the element of the Services in respect of which the individual was engaged has been completed to the Council's satisfaction; or
    - B6.1.5.7 other extenuating circumstances explained to the Council; and
  - B6.1.6 any replacements for the Key Personnel shall be subject to the agreement of the Council and such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services. The cost of effecting such replacement shall be borne by the Contractor; and
  - B6.1.7 in a way that the Contractor takes every reasonable precaution to safeguard the Council's property entrusted to the care of the Contractor.
- B6.2 The Contractor warrants to the Council that to the extent that any goods, equipment or consumables are provided as part of the Services they will:
  - B6.2.1 be free from defects in design, material and workmanship; and
  - B6.2.2 be so formulated, designed, constructed, finished and packaged as to be safe and without risk to health.
- B6.3 Without prejudice to the Council's rights to terminate under clause D1 (Termination), if any of the Services supplied are not in accordance with the Contract, the Council shall be entitled to:
  - B6.3.1 require the Contractor to provide replacement Services in accordance with the Contract as soon as reasonably practicable and in any event within 14 days of a request to do so; or
  - B6.3.2 subject to clause E2 (Indemnity and liability) require repayment of the proportion of the Price which has been paid in respect of such Services together with payment of any additional expenditure over and above the Price reasonably incurred by the Council in obtaining replacement Services.

## **B7 Contractor's Employees**

- B7.1 The Council reserves the right under the Contract to refuse to admit to, or to withdraw permission to remain on, any premises occupied by or on behalf of the Council:
  - B7.1.1 any member of the Contractor's Employees; and/or
  - B7.1.2 any person employed or engaged by a sub-contractor, agent or servant of the Contractor,

- whose admission or continued presence would be, in the reasonable opinion of the Council, undesirable.
- B7.2 When directed by the Council, the Contractor shall provide a list of the names and addresses of all persons (if any) who it is expected may require admission in connection with the Contract to any premises occupied by or on behalf of the Council, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Council may reasonably desire.
- B7.3 The Contractor's Employees, engaged within the boundaries of any of the Council's premises, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time-to-time for the conduct of personnel when at that establishment and when outside that establishment.
- B7.4 The decision of the Council as to whether any person is to be refused access to any premises occupied by or on behalf of the Council shall be final and conclusive.
- B7.5 The Contractor shall replace any of the Contractor's Employees who the Council reasonably decides have failed to carry out their duties with reasonable skill and care. Following the removal of any of the Contractor's Employees for any reason, the Contractor shall make sure such person is replaced promptly with another person with the necessary training and skills to meet the requirements of the Services.
- B7.6 The Contractor shall bear the cost of or costs arising from any notice, instruction or decision of the Council under this clause.

## **Part C - Price and payment**

### **C1 Price and payment**

- C1.1 The Council shall pay the Price for the Services to the Contractor.
- C1.2 The Contractor shall submit a single VAT invoice to the Council no later than seven days after the end of each calendar month detailing the Services provided during the calendar month and the amount payable.
- C1.3 Payment of any undisputed invoice will be made no later than 30 days following the date of receipt of the invoice by the Council.
- C1.4 The Council reserves the right to withhold payment of the relevant part of the Price without payment of interest where the Contractor has either failed to provide the Services at all or has provided the Services inadequately and any invoice relating to such Services will not be paid unless or until the Services have been performed to the Council's satisfaction.
- C1.5 Any overdue sums will bear interest from the due date until payment is made at 4% per annum over the Bank of England base rate from time-to-time. The Contractor is not entitled to suspend provision of the Services as a result of any overdue sums.
- C1.6 The Council will be entitled but not obliged at any time or times without notice to the Contractor to set off any liability of the Council to the Contractor against any liability of the Contractor to the Council (in either case however arising and whether any such liability is present or future, liquidated or unliquidated and irrespective of the currency) and may for such purpose convert or exchange any sums owing to the Contractor into any other currency or currencies in which the obligations of the Council are payable under this Contract. The Council's rights under this clause will be without prejudice to any other rights or remedies available to the Council under this Contract or otherwise.
- C1.7 Further details of payment, if any, are set out in the Pricing Schedule.

## **Part D - Termination and consequences of termination**

### **D1 Termination**

D1.1 Subject to the provisions of clause H6 (Force majeure) the Council may terminate the Contract with immediate effect by notice in writing to the Contractor on or at any time if:

D1.1.1 the Contractor becomes bankrupt, insolvent, makes any composition with its creditors, has a receiver appointed under the Mental Health Act 1983 or dies;

D1.1.2 the Contractor is convicted of a criminal offence;

D1.1.3 the Contractor ceases or threatens to cease to carry on its business;

D1.1.4 the Contractor has a change in Control which the Council believes will have a substantial impact on the performance of the Contract;

D1.1.5 there is a risk or a genuine belief that reputational damage to the Council will occur as a result of the Contract continuing;

D1.1.6 the Contractor is in breach of any of its obligations under this Contract that is capable of remedy and which has not been remedied to the satisfaction of the Council within 14 days, or such other reasonable period as may be specified by the Council after issue of a written notice specifying the breach and requesting it to be remedied;

D1.1.7 there is a material or substantial breach by the Contractor of any of its obligations under this Contract which is incapable of remedy; or

D1.1.8 the Contractor commits persistent minor breaches of this Contract whether remedied or not.

D1.2 The Council reserves the right to terminate the Contract in part in the case of termination under clauses D1.1.6, D1.1.7 and D1.1.8.

D1.3 Where this Contract is subject to Orders as specified in the Contract Particulars the Council has the right to terminate any individual Order or Orders or the whole Contract under the provisions of this clause D1.

D1.4 The Council reserves the right to terminate the Contract at will, in whole or in part, at any time with or without notice except that it will give as much notice as possible in the circumstances.

## **D2 Consequences of termination**

D2.1 If this Contract is terminated in whole or in part the Council shall:

- D2.1.1 be liable to pay to the Contractor only such elements of the Price, if any, that have properly accrued in accordance with the Contract or the affected part of the Contract up to the time of the termination and/or;
  - D2.1.2 except for termination under clause D1.4, be entitled to deduct from any sum or sums which would have been due from the Council to the Contractor under this Contract or any other Contract and to recover the same from the Contractor as a debt any sum in respect of any loss or damage to the Council resulting from or arising out of the termination of this Contract. Such loss or damage shall include the reasonable cost to the Council of the time spent by its officers in terminating the Contract and in making alternative arrangements for the supply of the Services or any parts of them and/or;
  - D2.1.3 Where termination arises under clause D1.4, pay to the Contractor any reasonable, direct and quantifiable costs reasonably incurred by the Contractor due to early termination which shall be limited to 100% of the proportion of the Price which is paid and payable at the time that the liability arises and/or;
  - D2.1.4 in the event that any sum of money owed by the Contractor to the Council (the Contractor's debt) exceeds any sum of money owed by the Council to the Contractor (the Council's debt) under this Contract then the Council shall, at its sole discretion, be entitled to deduct the Contractor's debt from any future Council's debt or to recover the Contractor's debt as a civil debt.
- D2.2 Upon the termination of the Contract for any reason, subject as otherwise provided in this Contract and to any rights or obligations which have accrued prior to termination, neither party shall have any further obligation to the other under the Contract.

## **D3 Dispute resolution procedure**

- D3.1 If a dispute arises between the Council and the Contractor in connection with the Contract, the parties shall each use reasonable endeavours to resolve such dispute by means of prompt discussion at an appropriate managerial level.
- D3.2 If a dispute is not resolved within 14 days of referral under clause D3.1 then either party may refer it to the chief executive or appropriate nominated officer of each party for resolution who shall meet for discussion within 14 days or longer period as the parties may agree.

D3.3 Provided that both parties consent, a dispute not resolved in accordance with clauses D3.1 and D3.2, shall next be referred at the request of either party to a mediator appointed by agreement between the parties. This must be within 14 days of one party requesting mediation with the costs of mediation determined by the mediator.

D3.4 Nothing in this clause shall preclude either party from applying at any time to the English courts for such interim or conservatory measures as may be considered appropriate.

#### **D4 Survival**

D4.1 The following clauses will survive termination or expiry of the Contract:

- D4.1.1 clause B5 (Risk in and title to the goods);
- D4.1.2 clause D2 (Consequences of termination);
- D4.1.3 clause E2 (Indemnity and liability);
- D4.1.4 clause F1 (Intellectual property);
- D4.1.5 clause F2 (Data Protection)
- D4.1.6 clause F3 (Freedom of Information);
- D4.1.7 clause F4 (Confidentiality and Publicity);
- D4.1.8 clause F5 (Record keeping and monitoring);
- D4.1.9 clause G4 (TUPE and re-tendering);
- D4.1.10 clause H4 (Severance);
- D4.1.11 clause H10 (Non solicitation and offers of employment); and
- D4.1.12 clause H12 (Law and jurisdiction).
- D4.1.13 clause H13 (Exit Management)

## **Part E - Insurance and Liabilities**

### **E1 Insurance**

- E1.1 The Contractor shall maintain insurance necessary to cover any liability arising under the Contract as set out in the Contract Particulars.
- E1.2 The Contractor shall prior to the Commencement Date and on each anniversary of the Commencement Date and/or upon request provide evidence that all premiums relating to such insurances have been paid.
- E1.3 If the Contractor does not maintain the necessary insurances under the Contract the Council may insure against any risk in respect of the default and may charge the Contractor the cost of such insurance together with a reasonable administration charge.

### **E2 Indemnity and liability**

- E2.1 Neither party seeks to exclude or limit its liability for:
  - E2.1.1 death or personal injury caused by its negligence (but will not be liable for death or personal injury caused by the other party's negligence);
  - E2.1.2 fraudulent misrepresentation; or
  - E2.1.3 any other matter in respect of which, as a matter of Law, liability cannot be excluded or limited.
- E2.2 The Contractor shall indemnify and keep indemnified the Council in full without limit of liability for any direct and indirect loss of or damage to the real or personal property of the Council or any third party, including Intellectual Property Rights, or injury claimed by any third party including any consequential loss which shall include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss and against all Liabilities awarded against or incurred by the Council (including legal expenses on an indemnity basis) arising from the Contractor's negligence, any defect or fault in the Services or any act or omission of the Contractor in delivering the Services.

## **Part F - protection of information**

### **F1 Intellectual property**

- F1.1 All Intellectual Property Rights in any specifications, instructions, plans, data, drawings, databases, patents, patterns, models, designs or other material:
  - F1.1.1 provided to the Contractor by the Council shall remain the property of the Council; and



- F1.1.2 prepared by or for the Contractor specifically for the use, or intended use, in relation to the performance of the Contract shall belong to the Council subject to any exceptions set out in the Contract Particulars.
- F1.2 The Contractor shall obtain necessary approval before using any material, in relation to the performance of the Contract which is or may be subject to any third party Intellectual Property Rights. The Contractor shall procure that the owner of the Intellectual Property Rights grant to the Council a non-exclusive licence, or if the Contractor is itself a licensee of those rights, the Contractor shall grant to the Council an authorised sub-licence, to use, reproduce, and maintain the Intellectual Property Rights. Such licence or sub-licence shall be non-exclusive, perpetual and irrevocable, shall include the right to sub-license, transfer, novate or assign to other Councils, the Replacement Contractor or to any other third party providing Services to the Council, and shall be granted at no cost to the Council.
- F1.3 It is a condition of the Contract that the Services will not infringe any Intellectual Property Rights of any third party and the Contractor shall during and after the Contract Period on written demand indemnify and keep indemnified without limitation the Council against all Liabilities which the Council may suffer or incur as a result of or in connection with any breach of this clause, except where any such claim relates to the act or omission of the Council.
- F1.4 At the termination of the Contract the Contractor shall at the request of the Council immediately return to the Council all materials, work or records held in relation to the Services, including any back-up media.
- F2 Data Protection**
- F2.1 The Contractor shall (and shall procure that any of its staff involved in the provision of the Services) comply with any requirements under the Data Protection Legislation. The Parties acknowledge that for the purposes of the Data Protection Legislation, the Council is the Controller and the Contractor is the Processor. The only processing that the Contractor is authorised to do is determined by the Council and detailed in the tender/quotation documentation and may not be determined by the Contractor.
- F2.2 The Contractor shall notify the Council immediately if it considers that any of the Council's instructions infringe the Data Protection Legislation.
- F2.3 The Contractor shall provide all reasonable assistance to the Council in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Council, include:
- F2.3.1 a systematic description of the envisaged processing operations and the purpose of the processing;
- F2.3.2 an assessment of the necessity and proportionality of the processing

operations in relation to the Services;

F2.3.3 an assessment of the risks to the right and freedoms of Data Subjects;  
and

F2.3.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

F2.4 The Contractor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

F2.4.1 process that Personal Data only in accordance with the Council's written instructions as detailed in the tender/quotation documentation, unless the Contractor is required to do otherwise by Law. If it is so required the Contractor shall promptly notify the Council before processing the Personal Data unless prohibited by Law;

F2.4.2 ensure that it has in place Protective Measures, which have been reviewed and approved by the Council as appropriate to protect against a Data Loss Event having taken account of the:

F2.4.2.1 nature of the data to be protected;

F2.4.2.2 harm that might result from a Data Loss Event;

F2.4.2.3 state of technological development; and

F2.4.2.4 cost of implementing any measures;

F2.4.3 ensure that:

F2.4.3.1 the Contractor Personnel do not process Personal Data except in accordance with this Agreement and the Council's written instructions as detailed in the tender/quotation documentation.

F2.4.3.2 it takes all reasonable steps to ensure the reliability and integrity of any Contractor Personnel who have access to the Personal Data and ensure that they:

A. are aware of and comply with the Contractor's duties under this clause;

B. are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor;

C. 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 Council or as otherwise permitted by this Agreement; and

D. Have undergone adequate training in the use, care, protection and handling of Personal Data; and

F2.4.4 not transfer Personal Data outside of the UK unless the prior written consent of the Council has been obtained and the following conditions are fulfilled:

F2.4.4.1 the Council or the Contractor has provided appropriate safeguards in relation to the transfer as determined by the Council;

F2.4.4.2 the Data Subject has enforceable rights and effective legal remedies;

F2.4.4.3 the Contractor 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 Council in meeting its obligations); and

F2.4.4.4 the Contractor complies with any reasonable instructions notified to it in advance by the Council with respect to the processing of the Personal Data;

F2.4.5 at the written direction of the Council, delete or return Personal Data (and any copies of it) to the Council on termination of the Agreement unless the Contractor is required by Law to retain the Personal Data.

F2.5 Subject to clause F2.6, the Contractor shall notify the Council by email, to [DPO@ashfield.gov.uk](mailto:DPO@ashfield.gov.uk) using the breach management form at Appendix 1, within 24hrs, if it:

F2.5.1 receives a Data Subject Access Request (or purported Data Subject Access Request);

F2.5.2 receives a request to rectify, block or erase any Personal Data;

F2.5.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

F2.5.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;

F2.5.5 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

F2.5.6 becomes aware of a Data Loss Event.

F2.6 The Contractor's obligation to notify under clause F2.5 shall include the provision of further information to the Council in phases, as details become available.

F2.7 Taking into account the nature of the processing, the Contractor shall provide the Council with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause F2.5 (and insofar as possible within the timescales reasonably required by the Council) including by promptly providing:

F2.7.1 the Council with full details and copies of the complaint, communication or request;

F2.7.2 such assistance as is reasonably requested by the Council to enable the Council to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;

F2.7.3 the Council, at its request, with any Personal Data it holds in relation to a Data Subject;

F2.7.4 assistance as requested by the Council following any Data Loss Event;

F2.7.5 assistance as requested by the Council with respect to any request from the Information Commissioner's Office, or any consultation by the Council with the Information Commissioner's Office.

F2.8 The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:

F2.8.1 the Council determines that the processing is not occasional;

F2.8.2 the Council 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

F2.8.3 the Council determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

F2.9 The Contractor shall allow for audits of its Data Processing activity by the

Council or the Council's designated auditor.

F2.10 The Contractor shall designate a data protection officer if required by the Data Protection Legislation.

F2.11 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Contractor must:

F2.11.1 notify the Council in writing of the intended Sub-processor and processing;

F2.11.2 obtain the written consent of the Council;

F2.11.3 enter into a written agreement with the Sub-processor which give effect to the terms set out in this Agreement such that they apply to the Sub-processor; and

F2.11.4 provide the Council with such information regarding the Sub-processor as the Council may reasonably require.

F2.12 The Contractor shall remain fully liable for all acts or omissions of any Sub-processor.

F2.13 The Council may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).

F2.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Council may on not less than 30 Working Days' notice to the Contractor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's

### **F3. Freedom of Information**

F3.1 The Contractor acknowledges that the Council is subject to the requirement of the Code of Practice on Government information, FOIA and the EIR and shall assist and cooperate with the Council to enable the Council to comply with its information disclosure obligations.

F3.2 The Contractor shall and shall procure that its sub-contractors shall do all of the following where relevant.

F3.2.1 Transfer to the Council all requests for information that it receives as soon as practicable and in any event within two Business Days of receiving a Request for Information.

- F3.2.2 Provide the Council with a copy of all information in its possession, or power in the form that the Council requires within five Business Days (or such other period as the Council may specify) of the Council's request.
  - F3.2.3 Provide all necessary assistance as reasonably requested by the Council to enable the Council to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the EIR.
- F3.3 The Council shall be responsible for determining in its absolute discretion despite any other provision in this Contract or any other agreement whether the Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the provisions of the Code of Practice on Government Information, FOIA or the EIR
- F3.4 In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Council.
- F3.5 The Contractor acknowledges that (despite the provisions of clause F4) the Council may, be obliged under the FOIA, or the EIR to disclose information concerning the Contractor or the Services:
  - F3.5.1 in certain circumstances without consulting the Contractor; or
  - F3.5.2 following consultation with the Contractor and having taken their views into account.
- F3.6 Provided always that where clause F3.5.1 applies the Council shall, in accordance with any recommendations of the code, take reasonable steps, where appropriate, to give the Contractor advance notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.
- F3.7 The Contractor shall make sure that all information is retained for disclosure in accordance with any record keeping obligations of the Contractor under this Contract and shall permit the Council to inspect such records as requested from time-to-time.
- F3.8 The Contractor acknowledges that the Commercially Sensitive Information is indicative only and that the Council may be obliged to disclose it in accordance with clause F3.

#### **F4 Confidentiality and Publicity**

F4.1 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each party shall do each of the following:

F4.1.1 Treat the other party's Confidential Information as confidential and safeguard it accordingly; and

F4.1.2 Not disclose the other party's Confidential Information to any other person without the owner's prior written consent.

F4.2 Paragraph F4.1 shall not apply to the extent that any one or more of the following applies to the relevant information or disclosures:

F4.2.1 Such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the FOIA, Code of Practice on Access to Government Information or the EIR pursuant to clause F3 (Freedom of Information);

F4.2.2 Such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;

F4.2.3 Such information was obtained from a third party without obligation of confidentiality;

F4.2.4 Such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; and

F4.2.5 It is independently developed without access to the other party's Confidential Information.

F4.3 The Contractor may only disclose the Council's Confidential Information to the Contractor personnel who are directly involved in the provision of the Services and who need to know the information, and shall make sure that such Contractor personnel are aware of and shall comply with these obligations as to confidentiality.

F4.4 The Contractor shall not, and shall procure that the Contractor personnel do not, use any of the Council's Confidential Information received other than for the purposes of this Contract.

F4.5 At the written request of the Council and if reasonable in the circumstances to make that request, the Contractor shall procure that those members of the Contractor personnel identified in the Council's notice sign a confidentiality undertaking prior to commencing any work in accordance with this Contract.



F4.6 Nothing in this Contract shall prevent the Council from disclosing the Contractor's Confidential Information in any one or more of the following circumstances.

F4.6.1 To any Crown body or any other contracting authority as defined in Regulation 5(2) of the Public Contracts (Works, Services and Supply) (Amendment) Regulations 2000 other than the Council. All crown bodies or such contracting authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown bodies or other such contracting authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown body or other contracting authority;

F4.6.2 To any consultant, Contractor or other person engaged by the Council or any person conducting an Office of Government Commerce gateway review;

F4.6.3 For the purpose of the examination and certification of the Council's accounts; and/or

F4.6.4 For any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Council has used its resources.

F4.7 Contractors are advised that the Council is required to publish new local government contracts, tender documents and invoice information for expenditure over £5000.

F4.8 Without prejudice to the Council's obligations to publish local government contracts over £500 or the Council's obligations under the FOIA or EIR, the Contractor shall not make any press announcements or publicise this Contract or any part thereof in any way, except with the written consent of the Council (such consent not to be unreasonably withheld or delayed).

F4.9 Both parties shall take all reasonable steps to ensure the observance of the provisions of this clause by all of their servants, employees, sub-contractors, agents, professional advisors and consultants.

## **F5 Record keeping and monitoring**

F5.1 The Contractor will at its own cost, provide any information that may be required by the Council to comply with the Council's procedures for monitoring of the Contract.

- F5.2 In order to assist the Council in its record keeping and monitoring requirements including auditing and National Audit Office requirements, the Contractor shall keep and maintain for six years (or such longer time period required in accordance with any specific legislation) after the Contract has been completed, full and accurate records of the Contract including the Services supplied under it, all expenditure reimbursed by the Council, and all payments made by the Council. The Contractor shall on request allow the Council or the Council's representatives such access to (and copies of) those records as may be required by the Council in connection with the Contract.
- F5.3 The Contractor will at its own cost, provide any information that may be required by the Council to comply with the Council's procedures for monitoring of the Contract.
- F5.4 Any documents held by the Contractor during the Contract Period will be made available to the Council, upon a written request by the Council. Documents by the Contractor will be provided within forty eight hours at the written request by the Council.

## **Part G - Statutory obligations**

### **G1 Health and safety**

- G1.1 The Contractor shall comply with all health and safety legislation in force and all health and safety policies of the Council.

### **G2. Corporate requirements**

- G2.1 The Contractor shall comply with all obligations under the HRA.
- G2.2 The Contractor shall comply with all Council policies and rules, such as, but not limited to:
- G2.2.1 equality and diversity policies;
  - G2.2.2 sustainability;
  - G2.2.3 information security rules;
  - G2.2.4 whistle blowing and/or confidential reporting policies;
  - G2.2.5 all site rules relevant to the fulfilment of the Contractor's obligations in the performance of the Services;
  - G2.2.6 Safeguarding Policy;
  - G2.2.7 Social Value; and
  - G2.2.8 Modern Slavery

- G2.3 The Contractor shall not unlawfully discriminate within the meaning and scope of any Law, enactment, order, or regulation relating to discrimination (whether age, race, gender, religion, disability, sexual orientation or otherwise) in employment.
- G2.4 The Contractor shall comply with all relevant legislation relating to its Employees however employed including (but not limited to) the compliance in Law of the ability of the Employees to work in the United Kingdom.
- G2.5 If the Contractor has a finding against it relating to its obligations under clause G2.4 it will provide the Council with:
- G2.5.1 details of the finding; and
  - G2.5.2 the steps the Contractor has taken to remedy the situation.

### **G3 Law and Change in Law**

- G3.1 The Contractor shall comply at all times with the Law in its performance of the Contract.
- G3.2 On the occurrence of a Change in Law which has a direct effect upon the Price the parties shall meet within 14 days of the Contractor notifying the Council of the Change in Law to consult and seek to agree the effect of the Change in Law and any change in the Price as a result following the principle that this clause is not intended to create an artificial cushion from market forces for the Contractor. If the parties, within 14 days of this meeting, have not agreed the occurrence or the impact of the Change in Law, either party may refer the matter to dispute resolution in accordance with clause D3.
- G3.3 Any agreed additional sums payable as a result of the operation of clause G3.2 shall be included in the Price. For the avoidance of doubt nothing in this Contract is intended to allow the Contractor double recovery of any increase in costs.

### **G4 TUPE and re-tendering**

- G4.1 The Contractor and the Council hereby acknowledge that the termination of the Contractor's provision of some or all of the Services may constitute one or more transfers under TUPE, whereby the employment of one or more of the future transferring employees will transfer to the Council and/or a new service provider. The Parties agree to co-operate with each other in this regard to ensure that they comply with TUPE in respect of any future transferring employees with regard to when and to whom their employment transfers.

- G4.2 In the event of expiry or termination of this Contract or whenever reasonably requested by the Council in preparation for tendering arrangements the Contractor will provide the Council with such assistance as the Council may require and provide at no cost to the Council any information the Council (whether on its own account or on behalf of any potential or confirmed Replacement Contractor) may request in relation to the Employees including but not limited to, providing Employee liability information as required under Regulation 11 of TUPE.
- G4.3 The Contractor authorises the Council to pass any information supplied to any Replacement Contractor or potential Replacement Contractor and the Contractor will secure all necessary consents from relevant Employees in order to do this.
- G4.4 The Contractor will keep the Council and any Replacement Contractor indemnified in full against all Liabilities arising directly or indirectly in connection with any breach of this clause or inaccuracies in or omissions from the information provided.

## **Part H - General provisions**

### **H1 Contract variation**

- H1.1 Subject to clause H1.2, no variation or modification to the Contract is valid unless it is in writing and signed by the Council and the Contractor.
- H1.2 The Council shall be entitled to issue to the Contractor in writing or, in case of urgency orally (provided the Council confirms oral instructions in writing as soon as it is practicable), variation orders requiring the addition, suspension, reduction or cessation of provision of any Services and/or the provision of emergency Services in accordance with revised delivery instructions. The Contractor shall charge for the impact of the variation order in accordance with the rates and prices used to calculate the Price in the Tender.

### **H2 Third party rights**

- H2.1 This Contract is enforceable by the original parties to it, by their successors in title and permitted assignees. Any rights of any person to enforce the terms of this Contract pursuant to The Contracts (Rights of Third Parties) Act 1999 are excluded.

### **H3 No waiver**

- H3.1 Failure by either party at any time to enforce any one or more of the provisions of this Contract or to require performance by the other party of any of the provisions shall not constitute or be construed as a waiver of the provision or of the right at any time subsequently to enforce all terms and conditions of this Contract nor affect the validity of the Contract or any part of it or the right of the parties to enforce any provision in accordance with its terms.
- H3.2 No waiver of any of the provisions of this Contract shall be effective unless it is expressed to be a waiver in writing and communicated in accordance with clause A3 (Notices).

### **H4 Severance**

- H4.1 If any provision of the Contract shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity shall not impair or affect any other provision all of which shall remain in full force and effect.

### **H5 Assignment, sub-contracting and responsibility**

- H5.1 Subject to any express provision of this Contract, the Contractor shall not without the prior written consent of the Council, assign all or any benefit, right or interest under this Contract or sub-contract the provision of the Services.

H5.2 The Council shall be entitled to:

H5.2.1 assign, novate or dispose of its rights and obligations under this Contract either in whole or part to any contracting authority (as defined in The Public Contracts Regulations 2006); or

H5.2.2 transfer, assign or novate its rights and obligations where required by Law.

H5.3 The Contractor shall remain responsible and liable for the acts and omissions of any other members of a consortium arrangement, sub-contractors, servants, agents and Employees as though they were its own.

## **H6 Force Majeure**

H6.1 Neither party shall be liable for failure to perform its obligations under the Contract if such failure results from Force Majeure.

H6.2 If the Council or the delivery location is affected by circumstance of Force Majeure, the Council shall be entitled to, totally or partially, suspend the date or dates for delivery of the Services until the circumstances of the Force Majeure have ceased. The suspension shall not give rise to any claim by the Contractor against the Council nor entitle the Contractor to terminate the Contract.

H6.3 Industrial action by, or illness or shortage of the Contractor's Employees, agents or subcontractors, failure or delay by any of the Contractor's suppliers to supply goods, components, Services or materials and breach of the Contractor's warranties under clause B6 shall not be regarded as an event of Force Majeure.

H6.4 If the event of Force Majeure continues for more than two months either party may give written notice to the other to terminate the Contract immediately or on a set termination date.

H6.5 If the Contract is terminated in accordance with clause H6.4 neither party will have any liability to the other except that any rights and Liabilities which accrued prior to termination will continue to exist.

## **H7 Inducements**

H7.1 The Contractor shall not offer or give, or agree to give, to any employee, agent, servant or representative of the Council any gift or consideration of any kind as an inducement or reward for doing, any act in relation to the obtaining or execution of the Contract or any other contract with the Council, or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any such contract. The attention of the Contractor is drawn to the criminal offences under the Bribery Act 2010.

H7.2 The Contractor warrants that it has not paid commission nor agreed to pay any commission to any employee or representative of the Council by the Contractor or on the Contractor's behalf.

H7.3 Where the Contractor engages in conduct prohibited by clauses H7.1 and H7.2 in relation to this or any other contract with the Council, the Council has the right to:

H7.3.1 terminate the Contract and recover from the Contractor the amount of any loss suffered by the Council resulting from the termination, including the cost reasonably incurred by the Council of making other arrangements for the provision of the Services and any additional expenditure incurred by the Council throughout the remainder of the Contract Period; or

H7.3.2 recover in full from the Contractor any other loss sustained by the Council in consequence of any breach of this clause whether or not the Contract has been terminated.

## **H8 Costs and expenses**

H8.1 Each of the parties will pay their own costs and expenses incurred in connection with the negotiation, preparation, execution, completion and implementation of this Contract.

## **H9 No agency or partnership**

H9.1 Nothing contained in this Contract, and no action taken by the parties pursuant to this Contract, will be deemed to constitute a relationship between the parties of partnership, joint venture, principal and agent or employer and employee. Neither party has, nor may it represent that it has, any authority to act or make any commitments on the other party's behalf.

## **H10 Non solicitation and offers of employment**

H10.1 The Contractor agrees that it will not, without the prior written consent of the Council, whether directly or indirectly, and whether alone or in conjunction with, or on behalf of, any other person and whether as a principal, shareholder, director, employee, agent, consultant, partner or otherwise during the Contract Period or for a period of 12 months following termination of this Contract:

H10.1.1 solicit or entice, or endeavour to solicit or entice, away from the Council, any person directly related to the Services employed in a senior capacity in a managerial, supervisory, technical, sales or administrative capacity by, or who is or was a consultant to, the Council at the date of the termination of this Contract or at any time during the period of one month immediately preceding the date of termination; or



H10.1.2 attempt, or knowingly assist or procure any other person to do the above.

#### **H11 Inspection of Contractor's premises**

H11.1 The Contractor shall permit the Council to make any inspections or tests which may reasonably be required in respect of the Contractor's premises in relation to the Contract.

#### **H12 Law and jurisdiction**

H12.1 This Contract shall be governed by the laws of England and shall be subject to the exclusive jurisdiction of the English courts.

#### **H13 Exit Management**

H13.1 Without prejudice to any other rights and obligations in this contract, the Contractor shall co-operate and provide all assistance reasonably required by the Council to ensure an orderly transition of the Services to the Council or any replacement contractor in the event of termination or expiry of this agreement.

H13.2 The Council may direct that the Contractor shall, within three (3) Months after the Start Date, deliver to the Council a plan which complies with the requirements set out by the Council and is otherwise reasonably satisfactory to the Council (the "Exit Plan").

H13.3 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Clause H13.2, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

## Appendix 1 – Breach Management Form

\*\* To be emailed to the Data Protection officer ("DPO") within 24 hours to  
[DPO@ashfield.gov.uk](mailto:DPO@ashfield.gov.uk) \*\*

Contact Details of Person Submitting Form	
<b><u>Contract Reference:</u></b>	
Name	
Job Title	
Address	
Telephone Number	
Email Address	
Incident Information	
Date and Time of Breach	
Date and Time Breach Detected	
Who / What Reported the Breach	
Description and type of the Breach	
<p>The likelihood and severity of the resulting risk to people's rights and freedoms. i.e. Could result in physical, material or non-material damage to natural persons such as loss of control over their personal data or limitation of their rights, discrimination, identity theft or fraud, financial loss, unauthorised reversal of pseudonymisation, damage to reputation, loss of confidentiality of personal data protected by professional secrecy or any other significant economic or social disadvantage to the natural person concerned."</p>	

Approximate Number of Data Subjects Affected	
Details of any ICT Systems Involved	
Details of any action taken to mitigate effect on individuals	
Who is aware of the breach	
Date notified to DPO	

**For DPO use only**

Date received by DPO	
The likelihood and severity of the resulting risk to people's rights and freedoms.	
Inform ICO Yes/No	
Date of informing ICO and details of person spoken to and ref no (if provided)	
If not reported, why not	
Conclusion, after investigation	
Date of informing ICO of conclusion. after investigation and details of person spoken to and ref no (if provided)	
Signed off by	
Date signed off	