**Contract Front Sheet**

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| **Contract Date** | [**Insert** date contract is signed by the last party to sign – note this does not need to be the same as the Start Date below] |
| **Contract Reference** | [**Insert** Council reference number, if any] |
| **Council** | **Tamworth Borough Council** of Marmion House, Lichfield Street, Tamworth Staffordshire B79 7BZ |
| **Supplier** | [**Insert** Supplier’s name, registered company number (if any) and address] |
| **Contract** | The Contract between the Council and the Supplier is for the supply of [Goods] **OR** [Services and Deliverables].The Supplier shall supply the [Goods] **OR** [supply the Services and any Deliverables] described below on the terms set out on this Front Sheet and the attached terms and Conditions of Contract.Unless the context otherwise requires, capitalised expressions used in this Front Sheet have the same meanings as in the Terms and Conditions of Contract.The Contract shall comprise the following documents, in the following order of precedence:1. This Front Sheet
2. The Terms and Conditions of Contract
3. Schedule 1 (Specification)
4. Schedule 2 (Charges)
5. Schedule 3 (Supplier’s Tender)

*[****Guidance****: please do not attach any Supplier terms and conditions to this front sheet as they will not be accepted by the Council and may delay conclusion of the contract]* |
| **Services** | [**Insert** a description of the Services and if needed include a specification at the end of the Terms and Conditions (Schedule 1) and/or refer to, and attach, Supplier’s Tender (Schedule 3)]The Services are to be performed at [**insert** address/description of the premises (including whether they are the Council’s premises and/or a third party’s premises]Date(s) for performance: [**Insert** the date(s) on which the Services are to be performed including any details about the days the Services are to be performed, for example, if these are only to be delivered on certain days of the week, or during certain hours] |
| **Deliverables** | [Mark as N/A if this is a Goods only contract]The following deliverables are expected to be provided in the performance of the Services:[**insert** details of any outcomes of the services eg reports, tangible items etc] |
| **Goods** | [**Insert** a description of the Goods and if needed include a specification at the end of the Terms and Conditions (Schedule 1) and/or refer to, and attach, Supplier’s Tender (Schedule 3)]The Goods are to be delivered to [**insert** address/description of the premises (including whether they are the Council’s premises and/or a third party’s premises]Date(s) for delivery: [**Insert** the date(s) on which the Services are to be performed including any details about the days the Services are to be performed, for example, if these are only to be delivered on certain days of the week, or during certain hours] |
| **Start Date** | [**Insert** Day Month Year] |
| **Expiry Date** | [**Insert** Day Month Year] **OR** [the date of completion of the Services as set out in the Specification] **OR** [the date upon which the last of the Goods are delivered to the Council in accordance with the Contract]. |
| **Extension Period** | [**Insert** Not Applicable][Or **insert** The Council may extend the Contract for a period of up to [6 months] by giving not less than [10 Working Days’] notice in writing to the Supplier prior to the Expiry Date. The conditions of the Contract shall apply in full throughout any such extended period. |
| **Charges** | [**Insert** charges payable for the Goods and/or Services or method of calculating them, insert Schedule 2 (Charges) or refer to Supplier’s Tender.] Invoices shall be issued on completion of the Services or Delivery of the Goods unless otherwise stated in Schedule 2 [Remember to include invoicing frequency Schedule 2 if this is not the case] |
| **Council Authorised Representative** | For general liaison about the Contract the Council’s representative is:[**Insert** name and contact details] or such other person as the Council may nominate in writing to the Supplier for this purpose during the term of the Contract |
| **Supplier Authorised Representative** | For general liaison about the Contract the Supplier’s representative is:[**Insert** name and contact details] or such other person as the Supplier may nominate in writing to the Council for this purpose during the term of the Contract |
| **Address for Notices** | In accordance with clause 13.11 all notices under the Contract shall be in writing and served by email or hard copy to the following addresses:**Council:**[**Insert** email address for notices]Attention: [**Insert** name]Address: [**Insert** postal address]**Supplier:**[**Insert** email address for notices]Attention: [**Insert** name]Address: [**Insert** postal address] |
| **Supplier’s Liability Cap** | the sum of [**Insert** financial cap or percentage of the Charges payable over [state period of time]] |
| **Supplier Insurance Requirements**  | * Public Liability with a limit of indemnity of no less than £5 million per occurrence or series of occurrences arising from one event
* Employers Liability with a limit of indemnity of no less than £5 million per occurrence or series of occurrences arising from one event
* Professional Indemnity with a limit of indemnity of not less than £5 million per occurrence or series of occurrences arising from one event
* [**Insert** any other mandatory insurance requirements][
 |
| **Shared Personal Data**  | the personal data to be shared between the parties in connection with the Contract. Shared Personal Data shall be confined to the following categories of information relevant to the following categories of data subject:[**Insert** type of personal data to be shared];[**Insert** type of personal data to be shared], and[**Insert** type of personal data to be shared]. |
| **Special Terms** | [**Insert** terms to revise or supplement the Terms and Conditions or enter **N/A**] |

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| **Signed for and on behalf of the Supplier** | **Signed for and on behalf of the Council** |
| **Name:**[Insert name][Insert job title] | **Name:**[Insert name][Insert job title] |
| **Date:** | **Date:** |
| **Signature:** | **Signature:** |

**Terms and Conditions of Contract**

1. **Interpretation**
	1. In this Contract the following words shall have the following meanings:

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| **Applicable Laws** | all applicable laws, statutes, regulations from time to time in force in England and Wales |
| **Charges** | the charges for the Goods and/or Services as set out in the Front Sheet |
| **Council** | Tamworth Borough Council of Marmion House, Lichfield Street, Tamworth Staffordshire B79 7BZ |
| **Council Materials** | all materials, equipment and tools, drawings, specifications and data supplied by the Council to the Supplier |
| **Data Protection Legislation** | 1. the UK GDPR
2. the DPA 2018
3. all Applicable Law about the processing of personal data and privacy and guidance issued by the Information Commissioner and other regulatory authority; and
4. (to the extent that it applies) the EU GDPR (and in the event of conflict, the UK GDPR shall apply)
 |
| **Deliverables** | the deliverables set out in the Front Sheet to be provided as part of the Services by the Supplier |
| **DPA 2018** | the Data Protection Act 2018 |
| **EIR** | the Environmental Information Regulations 2004 |
| **EU GDPR**  | Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law |
| **Expiry Date** | the date of expiry of this Contract as set out in the Front Sheet |
| **FOIA** | the Freedom of Information Act 2000 |
| **Front Sheet** | the front sheet containing details of the Contract signed by the Council and the Supplier printed above these Terms and Conditions |
| **Good Industry Practice** | standards, practices, methods and procedures conforming to the Applicable Law and the exercise of the degree of skill, care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector |
| **Goods** | the goods to be supplied by the Supplier to the Council under this Contract as specified in the Front Sheet and the Specification |
| **Information** | has the meaning given under FOIA or EIR as applicable |
| **Intellectual Property Rights** | patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world |
| **Permitted Recipients** | the Supplier and the Council, the employees of each party, any third parties engaged to perform obligations in connection with the Contract |
| **Purchase Order** | the Council’s purchase order for the Goods and/or Services which has a unique number and details the Goods and/or Services to be supplied by the Supplier to the Council in accordance with the terms of this Contract.  |
| **Services** | the services (including any Deliverables) to be provided by the Supplier to the Council under this Contract as specified in the Front Sheet and the Specification |
| **Shared Personal Data** | shall have the meaning set out in the Front Sheet |
| **Specification** | the specification for the Goods and/or Services set out in Schedule 1 and/or any specification for the Services agreed between the Council and the Supplier including any specification contained in the Front Sheet or Supplier’s Tender and any documents referred to therein which set out the quantity, description and quality of the Goods and/or Services |
| **Staff** | all persons employed or engaged by the Supplier to perform its obligations under this Contract including the Supplier’s employee, servants, agents, suppliers and subcontractors |
| **Supplier IPRs**  | all Intellectual Property Rights either subsisting in the Goods or Deliverables (excluding any Council Materials incorporated in them) or otherwise necessary or desirable to enable the Council to receive and use the Goods and/or Services |
| **Supplier’s Liability Cap** | as set out on the Front Sheet |
| **Supplier’s Tender** | the Supplier’s proposal for the provision of the Goods and/or Services as set out in Schedule 3 |
| **Term** | the term set out in the Front Sheet as the same may be extended or terminated earlier in accordance with the Contract |
| **UK GDPR** | has the meaning set out in section 3(10) of the DPA 2018, supplemented by section 205(4) |
| **VAT** | value added tax |
| **Working Day** | a day other than a Saturday or Sunday on which banks are open for business in the City of London |

* 1. Unless the context requires otherwise, the singular includes the plural (and vice versa) and words denoting any gender include all genders.

* 1. References to any statute or any section of any statute include any statutory amendment, modification or re-enactment and instruments and regulations under it in force from time to time, unless the contrary is stated. References to any rules, regulations, codes of practice or guidance include any amendments or revisions from time to time.
	2. A reference to:
		1. writing or written includes any method of reproducing words in a legible and non- transitory form, including email;
		2. holding company or subsidiary means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006;
		3. indemnify or indemnifies means on demand to indemnify and keep indemnified, and hold harmless, the party to be indemnified on an after-tax basis; and
		4. include, includes, including and included will be construed without limiting the general nature of the words that come before.
	3. Clause headings are for convenience only and are not to be taken as part of these Terms.

* 1. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
	2. The Council’s rights and remedies under the Contract are in addition to, and not exclusive of, any rights and remedies implied by statute and common law.
1. **Duration**

This Contract will start on the Effective Date and will continue until the Expiry Date or if earlier, completion of the Services and/or delivery of the Goods, unless ended earlier under clause 12.

1. **Appointment**
	1. The Supplier is appointed as a non-exclusive supplier of Goods and/or Services to the Council. This means that this Contract will not prevent the Council from obtaining from anyone else services which are the same as, or similar to, the Goods and/or Services.
	2. The Supplier represents and warrants that all written statements and representations in any written submissions made by the Supplier as part of the procurement process, including its response to the Council’s procurement specific questionnaire and invitation to tender (if applicable), the Supplier’s Tender and any other documents submitted, remain true and accurate except to the extent that those statements and representations have been superseded or varied by this Contract or to the extent that the Supplier has otherwise disclosed to the Council in writing before the date of this Contract.
	3. The Supplier shall be deemed to have read all of the documentation issued by the Council relating to the Services and the Council’s requirements in order to determine the exact quantity and quality of appropriately skilled resources that will be required, and the Supplier shall obtain an understanding of the conditions under which the Services are to be carried out and/or the Goods are the be supplied. Any information that the Council may give to the Supplier will be the best information available to the Council but the Council shall not warrant the sufficiency of such information unless stated in the Contract. The Council shall not be liable to the Supplier for additional payments in excess of the Charges on account of matters which the Supplier may reasonably have determined in advance. The Contract shall progress through to completion according to any programme stated in the Contract or as subsequently agreed with the Council.

1. **Service Provision**

**Please note that this clause will only apply where the Supplier is providing Services to the Council. For Contracts which involve the provision of Goods only, please see clause 5.**

* 1. The Supplier will provide the Services to the Council in accordance with this Contract on the dates and at the locations set out in the Front Sheet and/or Specification or as otherwise instructed by the Council.
	2. The Supplier will:
		1. perform the Services in accordance with this Contract including the Specification and ensure that all Deliverables are fit for any purpose that the Council expressly or impliedly makes known to the Supplier;
		2. use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier’s obligations are fulfilled in accordance with the Contract;
		3. co-operate with the Council in all matters relating to the Services, and comply with all of the Council’s instructions;
		4. co-operate with other third parties engaged by the Council;
		5. where applicable, use all reasonable efforts to prevent any viruses and malware accessing systems owned by, under the control of, or used by the Council through its own access to these systems;
		6. perform the Services with all reasonable care, skill and diligence, in accordance with all Applicable Laws, Good Industry Practice and to comply with all Council Policies.
		7. ensure that all Staff of the Supplier and its subcontractors engaged in the execution of the Contract have policies and procedures in place which comply with the Staffordshire Safeguarding Children Board and Staffordshire & Stoke-on-Trent Adult Safeguarding Partnership Board local procedures:

[Home - Staffordshire Safeguarding Children Board (staffsscb.org.uk)](https://www.staffsscb.org.uk/)

[Home (ssaspb.org.uk)](https://www.ssaspb.org.uk/Home.aspx)

* + 1. obtain and at all times maintain all licences and consents which may be required for the provision of the Services;
		2. ensure that the Supplier’s Staff assigned to work on behalf of the Council shall at all times when on duty, be presentably and appropriately dressed with a clearly displayed and legible ID badge in a form approved by the Council showing as a minimum the following information: photograph of employee, name of employee, organisation name;
		3. observe all health and safety rules and regulations and any other security requirements, including a DBS check (where applicable) that apply at any of the Council’s premises;
		4. provide all equipment, tools and vehicles and such other items as are required to provide the Services.
	1. If the Supplier provides Services from the Council’s premises, on the Expiry Date, completion of the Services, or termination of the Contract (whichever is the earlier), the Supplier will vacate the premises, remove its plant, equipment and unused materials and will clear away from the premises all rubbish arising out of the Services and leave the premises in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the premises or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier or any of its Staff.
	2. The Council may inspect and examine the manner in which the Supplier supplies the Services, at any premises, without notice during normal business hours.
	3. If necessary for the provision of the Services, the Council shall allow the Supplier reasonable access at reasonable times to its premises for this purpose. Such access shall be by way of licence only and at no time shall the Supplier be entitled to exclusive occupation of any premises or any part thereof.
	4. All equipment, tools and vehicles brought onto the Council’s premises shall remain at the risk of the Supplier.
	5. Any Council Materials provided for the purposes of this Contract will remain the property of the Council and will only be used for the purpose of carrying out the Services and will be returned promptly to the Council on expiry or termination of the Contract. For the avoidance of doubt such equipment shall be at the risk of the Supplier at all times whilst in the possession or control of the Supplier.
	6. The Supplier shall reimburse the Council for any loss or damage to Council Materials (other than deterioration arising from normal and proper use) caused by any Staff. The Council Materials will be deemed to be in a good condition when received by the Supplier unless the Supplier notifies the Council otherwise in writing within 2 Working Days of receipt.
	7. The Council reserves the right to vary the Services required, should this at any time become necessary. In the event of any variation to the scope of the Services, the Charges will be subject to fair and reasonable adjustment to be agreed between the Council and the Supplier.
	8. The Council shall have the right to suspend the whole or any part of the Services temporarily for any reason and at any time and from time to time, compensating the Supplier for any reasonable and unavoidable expenses necessarily incurred by the Supplier as a result of such suspension.
	9. If the Supplier has supplied Services that do not comply with the requirements of clauses 4.1 and/or 4.2 then, without limiting or affecting other rights or remedies available to it, the Council shall have the right to exercise one or more of the following rights and remedies at its sole discretion:
		1. to return any defective Deliverables to the Supplier at the Supplier's own risk and expense;
		2. to require the Supplier to provide repeat performance of the Services, or to provide a credit note, or full refund of the price paid for the Services (if paid);
		3. to suspend any further performance of the Services on a temporary basis without liability to the Supplier;
		4. to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
		5. to recover from the Supplier any expenditure incurred by the Council in obtaining substitute services, works or deliverables from a third party; and
		6. to claim damages for any additional costs, loss or expenses incurred by the Council arising from the Supplier's failure to comply with clauses 4.1 and/or 4.2.
	10. The Council’s rights and remedies under the Contract are in addition to, and not exclusive of, any rights and remedies implied by statute and common law.
1. **The Goods**

**Please note that this clause will only apply where the Supplier is supplying Goods to the Council. For Contracts which involve the provision of Services only, please see clause 4.**

* 1. The Supplier shall deliver the Goods:
		1. on the Delivery Date;
		2. at the Delivery Location; and
		3. during Business Hours or as instructed by the Council.
	2. Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location specified in the Front Sheet.
	3. Title in the Goods shall pass to the Council on the earlier of:
		1. payment of the price for the Goods as specified in the Order; or
		2. completion of delivery (including unloading and full installation where relevant) of the Goods.
	4. Risk in the Goods shall pass to the Council on completion of delivery (including unloading and full installation where relevant).
	5. The Supplier shall ensure that any Goods shall:
		1. correspond with their description and any applicable Specification;
		2. be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by the Council, expressly or by implication, and in this respect the Council relies on the Supplier's skill and judgement;
		3. where they are manufactured products, be free from defects in design, materials and workmanship and remain so for 12 months after delivery; and
		4. comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.
	6. The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.
	7. The Council may inspect and test the Goods at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.
	8. If following such inspection or testing the Council considers that the Goods do not comply or are unlikely to comply with the Supplier's undertakings at clause 5.5, the Council shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
	9. The Council may conduct further inspections and tests after the Supplier has carried out its remedial actions.
	10. The Supplier shall ensure that all spare and/or replacement parts, components and materials for the Goods shall be available from the Supplier for a period of 10 years from delivery of the Goods or it shall provide the Council with all drawings, plans, specifications, sand other technical data necessary to enable the Council to manufacture such parts or the Goods.
	11. The Supplier shall ensure that:
		1. Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;

* + 1. each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered;
		2. if the Supplier requires the Council to return any packaging to the Supplier, that fact is clearly stated prior to delivery. The packaging must be clearly marked to show it belongs to the Supplier and shall only be returned to the Supplier at the cost of the Supplier. The Council shall not be liable for any packaging lost or damaged in transit;
		3. it observes all health and safety rules and regulations and any other security requirements, including a DBS check (where applicable) that apply at any of the Council’s premises whilst it delivers the Goods.
	1. If the Supplier has delivered Goods that do not comply with the undertakings set out in clause 5.5, then, without limiting or affecting other rights or remedies available to it, the Council shall have one or more of the following rights and remedies, whether or not it has accepted the Goods:
		1. to terminate the Contract with immediate effect by giving written notice to the Supplier;
		2. to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;
		3. to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
		4. to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
		5. to recover from the Supplier any expenditure incurred by the Council in obtaining substitute goods from a third party; and
		6. to claim damages for any additional costs, loss or expenses incurred by the Council arising from the Supplier's failure to supply Goods in accordance with clause 5.5.
1. **Status of the Supplier**
	1. The relationship between the Council and the Supplier will be that of independent contractor and nothing in the Contract shall render the Supplier an employee, worker, agent or partner of the Council and the Supplier shall not hold itself out as such;
	2. Where the Supplier provides Services as an individual the Supplier shall be fully responsible for and shall Indemnify the Council for and in respect of:
		1. any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the Services, where the recovery is not prohibited by law. The Supplier shall further Indemnify the Council against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Council in connection with or in consequence of any such liability, deduction, contribution, assessment or claim; and
		2. any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by any Staff against the Council arising out of or in connection with the provision of the Services, except where such claim is as a result of any act or omission of Council.
	3. Where the Supplier provides Services as a company:
		1. to the extent that the Council is required to make a determination of the employment status of the Staff providing the Services on behalf of the Supplier under the off payroll working rules published in the Finance Act 2018 (IR35), the Council shall notify the Supplier of such fact in writing and of its decision under IR35. Where the Council determines that the off payroll working rules apply, the Supplier shall deduct income tax and national insurance contributions from the payments it makes to the Staff. The Supplier may, within 14 days from the date it receives the determination from the Council, provide the Council with notice that it disagrees with the determination along with its reasons. The Council will then make a final determination within 45 days of receiving such notice. Where it is determined that the relevant Staff are not deemed an employee under IR35 then the Supplier must ensure that the Staff is/are required to pay any taxes and national insurance contributions that may be due and owing to HMRC under the applicable legislation and in accordance with this clause 6.3;
		2. the Supplier undertakes to, and (where relevant) shall procure that all Staff shall account to HMRC, bear sole responsibility for the payment of any income tax, national insurance contributions, VAT or other taxes which may be found due from the Supplier, any member of Staff, in relation to the Services or any payments made under the Contract;
		3. the Supplier shall, upon request, promptly provide information or other evidence the Council which demonstrates that the Supplier and its Staff have complied with clause 6.3.2;
		4. the Council may, upon request, provide HMRC (or any other department or agency of the government) with information (including any information or evidence received from the Supplier under clause 6.3.3) regarding the Services provided and any payments made to the Supplier under the Contract;
		5. the Supplier undertakes to Indemnify the Council for the full amount of any tax liability, provided that such liability is not incurred or increased as a result of undue delay or negligence on the part of the Council, and provided the recovery is not prohibited by law;
		6. the Supplier shall, on notification by the Council, immediately pay to the Council an amount equal to the tax liability, such sum to be recoverable by the Council as a debt in the event of non-payment by the Supplier. Alternatively, the Council may, at its option, satisfy such indemnity (in whole or in part) by way of deduction from any payments due to the Supplier; and
		7. the Council shall give the Supplier reasonable notice of any HMRC demand for any tax liability and allow the Supplier and/or the Staff a reasonable opportunity, at the Supplier’s and/or Staff’s own expense, to dispute any tax liability (provided that nothing in this clause 6.3.7 shall prevent the Council from complying with their legal obligations with regard to HMRC or other competent authority).
2. **Charges and Payment**
	1. The Charges for the Goods and/or Services will be as set out in the Front Sheet and will be the full and exclusive remuneration of the Supplier in respect of the performance of the Goods and/or Services. Unless otherwise agreed in writing by the Council, the Charges will include every cost and expense of the Supplier directly or indirectly incurred in connection in the performance of the Contract.
	2. The Supplier will invoice the Council on the completion of the Services or delivery of the Goods, or, if different, at the frequency referred to in the Front Sheet. Each invoice shall include such supporting information as required by the Council to verify the accuracy of the invoice including:
		1. the name of the invoicing party;
		2. the sum requested;
		3. the unique invoice number;
		4. a breakdown of the Goods and/or Services supplied in the invoice period; and
		5. the relevant Purchase Order number.
	3. All Charges exclude VAT which is payable on provision of a valid VAT invoice.
	4. The Council shall pay the Supplier the Charges:
		1. within 30 days beginning with the day on which the invoice in received by the Council in respect of the sum in question; or
		2. if later, the date by which the payment falls due in accordance with the invoice,

subject to the invoice being verified by the Council as being valid in accordance with clause 7.2 and undisputed.

* 1. If there is a dispute between the parties as to the amount invoices, the Council shall pay the undisputed amount. The Supplier shall not suspend the provision of the Goods and/or Services unless the Supplier is entitled to terminate the Contract under clause 12.3.
	2. The Council may retain or set-off payment of any amount owed to it by the Supplier under this Contract or any other contract between the Supplier and the Council if notice and reasons are provided.
	3. The Supplier must ensure that all subcontractors are paid in full:
		1. within 30 days beginning with the day on which an invoice is received by the Supplier in respect of the sum; or
		2. if later, by the date by which the payment falls due in accordance with the invoice.
	4. If payment of an undisputed amount in not made by the Council by the due date, then the Council will pay to the Supplier interest at a rate of 4% (four per cent) above the base lending rate of the Bank of England from the due date until payment or the date of any judgment (if earlier).
1. **Intellectual Property**
	1. **This clause 8.1 shall apply only where the Goods and/or Services and Deliverables have been created by the Supplier specifically for the Council in the provision of the Services:**
		1. any Intellectual Property Rights which come into existence in the design, manufacture and supply of the Goods by the Supplier and/or the performance of the Services by the Supplier, including the Deliverables, will be the property of the Council;
		2. the Council and its licensors will retain ownership of all Intellectual Property Rights in the Council Materials;
		3. the Supplier assigns to the Council free from all charges and other encumbrances all right, title and interest in and to all Intellectual Property Rights subsisting in or relating to the Deliverables, together with all rights of action arising or accrued in relation to those Intellectual Property Rights, including the right to take proceedings and to seek and recover damages, the right to obtain delivery-up of all infringing copies and all other remedies for past infringement; and
		4. at the request and expense of the Council, the Supplier shall and will procure that their personnel will:
			1. do all things necessary or desirable to enable the Council or its nominee to confirm absolute title to and ownership of and to obtain the benefit of the invention, development, discovery, improvement, process, design or copyright work (as the case may be) and to secure patent or other appropriate forms of protection for it throughout the world; and
			2. provide to the Council all such assistance as the Council may require in relation to the resolution of any questions concerning patent, copyright or other intellectual property proprietary rights assigned by virtue of this clause 8.1, and decisions as to the procuring of a patent or other appropriate protection and exploitation will be in the sole discretion of the Council.
	2. **This clause 8.2 shall apply only where the Services are generic, off the shelf Goods and/or Services and the Goods/Deliverables provided by the Supplier have not been designed or created specifically for the Council:**
		1. the Supplier and its licensors will retain ownership of all Supplier IPRs. The Council and its licensors (if applicable) will retain ownership of all Intellectual Property Rights in the Council Materials;
		2. the Supplier grants the Council, or will procure the direct grant to the Council of, a fully paid-up, worldwide, non-exclusive, perpetual, irrevocable, royalty-free, licence to copy and modify the Supplier IPRs for the purpose of receiving and using the Goods, Services and/or the Deliverables;
		3. the Council grants the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Council Materials for the term of the Contract for the purpose of providing the Goods and/or Services to the Council in accordance with the Contract; and
		4. the Supplier shall grant or use its best endeavours to obtain the grant of an irrevocable royalty free, perpetual, transferable non-exclusive licence to the Council to use such pre-existing Intellectual Property Rights as will be necessary for the use of the Goods and/or Deliverables.
	3. The Supplier hereby waives and will procure that any relevant third party will waive (to the extent that such rights may be waived) all moral rights which now or in the future may subsist anywhere in the world in the Deliverables.
	4. The Supplier warrants that neither the receipt of or use of the Goods and/or Deliverables nor the provision or receipt of the Services by the Council and its permitted sub-licensees will infringe any third party Intellectual Property Rights.
	5. If any third party claims that the possession and/or use by the Council or the supply of all or any part of the Goods, Deliverables and/or receipt of the Services, materials or other items to the Council by or on behalf of the Supplier (Indemnified Items) infringes the Intellectual Property Rights of that third party or of another person (IPR Claim), the Supplier shall Indemnify the Council in full against all liabilities, costs, expenses, damages and losses suffered or incurred by the Council arising out of or in connection with that IPR Claim.
	6. If the Council is (or reasonably believes it is likely to be) subject to any IPR Claim the Council may by written notice require the Supplier to promptly (and at the Supplier's cost and expense) either:
		1. obtain for the Council the right to continue possessing, using and receiving the Indemnified Items in the manner permitted under the Contract free from any liability for such infringement or likely infringement; or
		2. modify, substitute or replace the relevant Indemnified Item so as to avoid the infringement or alleged infringement, without prejudice to any representations, warranties and indemnities in the Contract and without adversely affecting or limiting in any respect the performance, scope or functionality of the infringing items or any other Indemnified Item or any part of them.
2. **Data Protection**
	1. The parties will comply with all applicable requirements of Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace a party's obligations or rights under Applicable Data Protection Legislation.
	2. The parties acknowledge that on occasion the Supplier (Processor) may process personal data on behalf of the Council (Controller). If the processing of personal data occurs then clause 9.4 below shall apply.
	3. The parties also acknowledge that on occasion they might share personal data as separate Controllers. If the sharing of personal data occurs then clause 9.5 below shall apply.
	4. **Data Processing Obligations**
		1. The parties have determined that for purposes of the Data Protection Legislation the Council is the Controller and the Supplier is the Processor. Schedule 5 sets out the scope, nature and purpose of processing by the Processor, the duration of the processing and the types of personal data and categories of data subject.
		2. Without prejudice to the generality of clause 9.1, the Controller will ensure that it has all necessary appropriate consents and notices in place to enable the lawful transfer of the personal data to the Processor and/or lawful collection of the personal data by the Processor on behalf of the Controller for the duration of this Contract.
		3. Without prejudice to the generality of clause 9.1, the Processor shall, in relation to any personal data processed in connection with the performance by the Processor of its obligations under this Contract:
			1. process that personal only on the documented instructions of the Controller, unless the Processor is required by other Applicable Laws to otherwise process that personal data. Where the Processor is relying on other Applicable Laws as the basis for processing personal data, the Processor shall promptly notify the Controller of this before performing the processing required by other Applicable Laws unless those laws prohibit the Processor from so notifying the Controller on important grounds of public interest. The Processor shall immediately inform the Controller if, in the opinion of the Processor, the instructions of the Controller infringe Data Protection Legislation;
			2. implement appropriate technical and organisational measures to protect against unauthorised or unlawful processing of the personal data and against its accidental loss, damage or destruction, including:
				1. the pseudonymisation and encryption of personal data;
				2. the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
				3. the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and
				4. a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.
			3. ensure, and procure, that any personnel engaged and authorised by the Processor to process personal data keep the personal data confidential;
			4. promptly assist the Controller, at the Processor’s expense, in responding to any request from a data subject and in ensuring compliance with the Controller's obligations under Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with the Commissioner, supervisory authorities or other regulators and, in particular, the Processor shall promptly notify the Controller if it receives any complaint, notice or communication (whether from the Commissioner, any data subject, supervisory authority or other third party) which relates to processing of personal data;
			5. notify the Controller without undue delay (and no later than 48 hours) after becoming aware of a personal data breach and on suspecting the same, the Processor shall promptly conduct an initial assessment to determine, with a reasonable degree of certainty, whether the event or incident qualifies for notification to the Controller under this clause 9.4.3.5 and shall provide a copy of this initial assessment along with such notification;
			6. at the written direction of the Controller, delete or return to the Controller all personal data on termination or expiry of the Contract, and certify to the Controller in writing it has done so, unless the Processor is required by Applicable Law to continue to process that personal data, in which case the Processor shall promptly notify the Controller, in writing, of what that Applicable Law is and shall only be permitted to process that personal data for the specific purpose so-notified, and all other requirements set out in this clause 9.4 shall continue to apply to such personal data notwithstanding the termination or expiry of this Contract for as long as such personal data is processed by the Processor. For the purposes of this clause 9.4.3.6 the obligation to "delete" data includes the obligation to delete data from back-up systems as well as live systems; and
			7. maintain adequate records, and, on the Controller's request, make available such information as the Controller may reasonably request, and allow for and submit its premises and operations to audits, including inspections, by the Controller or the Controller's designated auditor, to demonstrate its compliance with Applicable Data Protection Laws and this clause 9.4.
		4. The Processor shall not, without the prior written consent of the Controller (and in any event subject to the Processor providing the Controller with reasonable evidence that such activity is being undertaking in full compliance with Data Protection Legislation):
			1. appoint or replace (or change the terms of the appointment of) any other processor in relation to the personal data or transfer any personal data to the same; or
			2. carry out, via itself or via any other processor, any processing of personal data, or transfer any personal, outside of the UK, including processing personal data on equipment situated outside of the UK until the following conditions are fulfilled:
				1. the Controller or the Processor has provided appropriate safeguards in relation to the transfer;
				2. the data subject has enforceable rights and effective legal remedies;
				3. the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
				4. the Processor complies with reasonable instructions notified to it in advance by the Controller with respect to the processing of the personal data.
		5. Either party may, at any time on not less than 30 days' notice, revise the clauses in this clause 9.4 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 replaced by attachment to this Contract).
	5. **Data Sharing Provisions**
		1. This clause 9.5 sets out the framework for the sharing of personal data between the parties as controllers. Each party acknowledges that one party (referred to in this clause as the Data Discloser) will regularly disclose to the other party Shared Personal Data collected by the Data Discloser for the purpose of providing the Services.
		2. Where the parties are separate controllers of personal data, they shall each ensure their own respective compliance with the Data Protection Legislation in respect of any personal data shared between them, and any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this Contract with immediate effect.
		3. **Particular obligations relating to data sharing**. Each party shall:
			1. ensure that it has all necessary notices and consents and lawful bases in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the purpose of providing the Services;
			2. give full information to any data subject whose personal data may be processed under this Contract of the nature of such processing. This includes giving notice that, on the termination of the Contract, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
			3. process the Shared Personal Data only for the purpose of providing the Services;
			4. not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
			5. ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by these data sharing provisions;
			6. ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data;
			7. not transfer any personal data received from the Data Discloser outside the UK unless the transferor ensures that (i) the transfer is to a country approved under the Data Protection Legislation as providing adequate protection; or (ii) there are appropriate safeguards or binding corporate rules in place pursuant to the Data Protection Legislation; or (iii) the transferor otherwise complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; or (iv) one of the derogations for specific situations in the Data Protection Legislation applies to the transfer.
		4. **Mutual assistance.** Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:
			1. consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;
			2. promptly inform the other party about the receipt of any data subject rights request;
			3. provide the other party with reasonable assistance in complying with any data subject rights request;
			4. not disclose, release, amend, delete or block any Shared Personal Data in response to a data subject rights request without first consulting the other party wherever possible;
			5. assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with the Information Commissioner or other regulators;
			6. notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;
			7. at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of the Contract unless required by law to store the Shared Personal Data;
			8. use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
			9. maintain complete and accurate records and information to demonstrate its compliance with this clause 9.5 and allow for audits by the other party or the other party's designated auditor; and
			10. provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the Data Protection Legislation.
	6. **Indemnity**
		1. Each party (as indemnifier) agrees to indemnify the other party (as indemnified party) all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the indemnified party in connection with or in consequence of a breach of this clause 9 by the indemnifier.
3. **Limitation of liability**
	1. References to liability in this clause 10 include every kind of liability arising under or in connection with this Contract including but not limited to liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise.
	2. Nothing in the Contract limits the Supplier's liability under clauses 6.2, 6.3 or 8.5 of the Contract or any liability which cannot legally be limited, including liability for:

* + 1. death or personal injury caused by negligence;
		2. fraud or fraudulent misrepresentation; and
		3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession)
		4. breach of statutory duty;
		5. any liability which arises under the provisions of clause 9.6. and which may not be limited under any applicable law;
		6. third party claims against the Council and damage to Council property, in either case arising from the Contractor’s acts, omissions or defaults;
		7. any liability arising under or in connection with this Contract in relation to pensions, employment, the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) or losses of data or other data breaches.
	1. Subject to clause 10.2:
		1. the Supplier's total liability to the Council for all loss or damage howsoever arising in connection with the Contract will not exceed the Supplier’s Liability Cap for any one event or series of connected events; and
		2. the Council’s total liability to the Supplier for all loss or damage howsoever arising under or in connection with the Contract shall not exceed the Charges actually paid to the Supplier at the time at which the liability arose.
	2. Subject to clause 10.2 neither party shall in any circumstances be liable, whether in tort (including without limitation for negligence or breach of statutory duty howsoever arising), contract, misrepresentation (whether innocent or negligent) or otherwise for any special, indirect or consequential loss arising under or connection with the Contract.
1. **Insurance**

During the term of the Contract and for a period of 6 years thereafter, the Supplier shall maintain in force, with a reputable insurance company, the insurance set out on the Front Sheet and any other insurances which may be required to cover the liabilities that may arise under or in connection with the Contract and shall, on the Customer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

1. **Termination**
	1. Without affecting any other right or remedy available to it, the Council shall have the right to terminate the Contract for any reason, at any time on giving not less than thirty (30) days’ notice in writing to the Supplier. In the event of such notice the Supplier shall cease all work in connection with the Contract and, subject to the other provisions of this clause, the Supplier shall be entitled to recover from the Council, by way of full and final satisfaction of all claims, all monies accrued due prior to such termination, plus all reasonable unavoidable costs actually and necessarily incurred by the Supplier directly and exclusively as the result of such early termination.
	2. Without affecting any other right or remedy available to it, the Council may terminate the Contract (in whole or in part) with immediate effect by giving written notice to the Supplier if:
		1. any circumstance(s) arise which impact the particular project to which the Contract relates and the project is unable to continue as planned including where the Council’s funding decreases or ceases for the project to which the Contract relates, in which case the Council will provide as much evidence of the circumstance(s) as the Supplier reasonably requires;
		2. there is a Change of Control of the Supplier.
	3. Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
		1. the other party commits a material breach of any term of this Contract and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
		2. the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
		3. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
		4. the other party's financial position deteriorates to such an extent that in the terminating party's reasonable opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
	4. On termination or expiry of the Contract for whatever reason:
		1. the Supplier shall immediately deliver to the Council all Deliverables whether or not then complete, and return all Council Materials; and
		2. any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.
	5. Termination or expiry of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
2. **General**
	1. **Force majeure**.
		1. Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for 30 days, the party not affected may terminate the Contract by giving 7 days written notice to the other party.
		2. If either party is affected by an occurrence referred to in the above sub clause it shall give notice thereof without delay, in writing, to the other party of the nature and extent of the circumstances and the date and anticipated duration of the suspension.
		3. The party serving notice pursuant to Clause 13.1.2 shall notify the other in writing as soon as the performance of its obligations is no longer affected by force majeure and the parties shall resume the performance of their respective obligations each to the other with effect from the date so notified.
	2. **Equal Opportunities and the Equality Act 2010**
		1. The Council is committed to a comprehensive policy of equal opportunities and to meeting its responsibilities under the Equality Act 2010 (the ‘EA’) and the Code of Practice on Racial Equality in Employment 2005.
		2. The Supplier shall in performing the Contract comply with the provisions of section 149 of the EA as if the Supplier were a body within the meaning of Schedule 19 of the EA.
		3. The Supplier shall comply with the provisions of section 41 of the EA in all dealings with sub-contractors.
		4. The Supplier shall comply with all of its legal obligations regarding the prevention of discrimination, victimisation or harassment because of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, and sexual orientation, and the promotion of equality.
		5. The Supplier shall, when required, answer queries raised by the Council on matters referred to in this clause 13.2 and breach of statutory obligations will entitle the Council to immediately terminate the Contract.
		6. The Supplier shall establish, maintain and enforce its own policies and procedures, to ensure compliance with the requirements of the EA.
	3. **Assignment and subcontracting.**
		1. The Council may at any time, assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Contract.
		2. The Supplier may not at any time assign, mortgage, charge, sub-contract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under this Contract without the prior written consent of the Council.
	4. **Audit**
		1. The Supplier shall allow the Council (or its professional advisers) to access the Supplier's premises, personnel, systems and relevant records to verify that the Charges and any other sums charged to the Council under this Contract are accurate.
		2. Subject to the Supplier's confidentiality obligations, the Supplier shall provide the Council (and its professional advisers) with all reasonable co-operation, access and assistance in relation to each audit.
		3. The Council shall provide at least 5 Working Days' notice of its intention to conduct an audit and any audit shall be conducted during Business Hours.
		4. The Council and its professional advisers shall have the right to take copies of any records which they reasonably require and remove such copies and the Supplier shall provide the necessary facilities to assist in copying free of charge.
	5. **Corrupt Gifts**
		1. The Supplier shall, and shall procure that their employees, officer, agents, sub-contractors, or anyone else acting on their behalf shall:
			1. not commit any act or omission which causes or could cause it or the Council to breach, or commit an offence under, any laws relating to anti-bribery and/or anti-corruption;
			2. not, offer or give, or agree to give either directly or indirectly, to any employee or representative of the Council, any gift or consideration of any kind as an inducement or reward for doing or refraining from doing or for having done or refrained from doing, any act in relation to the obtaining or execution of this 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 other contract;
			3. keep accurate and up to date records showing all payments made and received and all other advantages given and received by it in connection with the Contract and the steps it takes to comply with this clause 13.5 and permit the Council to inspect those records as reasonably required;
			4. promptly notify the Council of:
				1. any request or demand for any financial or other advantage received by it; and
				2. any financial or other advantage it gives or intends to give
				3. whether directly or indirectly in connection with the Contract; and
			5. promptly notify the Council of any breach of this clause 13.5.
		2. The attention of the Supplier is drawn to the criminal offences created by the Bribery Act 2010.
		3. The Council may terminate the Contract immediately by giving written notice to that effect to the Supplier if the Supplier is in breach of this clause 13.5.
	6. **Confidentiality and Freedom of Information**
		1. Each party will, subject to clauses **13.6.2 and 13.6.3**:
			1. keep all Confidential Information secret, safe and secure;
			2. not use or disclose the Confidential Information except for the purposes of performing its obligations under this Contract.
		2. The provisions of **clause 13.6.1** shall not apply to Confidential Information to the extent that it is or was:
			1. already in the possession of the Supplier free of any duty of confidentiality on the date of its disclosure;
			2. in the public domain other than as a result of a breach of **clause 13.6.1**; or
			3. required to be disclosed by regulatory or legal requirement.
		3. Notwithstanding the provisions of **clauses 13.6.1 and 13.6.2** the Council is committed to meeting its responsibilities under the FOIA and EIR and the Supplier acknowledges that the Council is subject to the requirements of the FOIA and EIR and shall assist and cooperate with the Council (at no expense to the Council) to enable the Council to comply with the Council’s responsibilities under the FOIA and EIR.

* + 1. Without prejudice to the generality of the foregoing provisions of this clause, the Supplier shall obtain the written approval of the Council prior to making publicity releases or announcements regarding either the Contract or the activities of the Supplier related to its participation in the Contract, and shall ensure that any sub-contractor complies with this requirement.
	1. **Entire agreement.** The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
	2. **Variation.** No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
	3. **Waiver.**
		1. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
		2. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
	4. **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 13.10 shall not affect the validity and enforceability of the rest of the Contract.
	5. **Notices.**
		1. Any notice or other communication given to a party under or in connection with the Contract will be in writing and will be:
			1. delivered by hand or by pre-paid first-class post or other next working day delivery service at its address for service set out on the Front Sheet; or
			2. or sent by email to the email address specified in the Front Sheet.
		2. Any notice or communication will be deemed to have been received:
			1. if delivered by hand, at the time the notice is left at the proper address;
			2. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Working Day after posting; or
			3. if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In clause 13.11, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
		3. This clause 13.11 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
	6. **Legal Proceedings.**
		1. The Supplier, immediately upon becoming aware of the same, shall notify the Council of any accident, damage or breach of any statutory provision relating in any way to the provision of or connected with the Contract.
		2. If requested to do so by the Council, the Supplier shall provide the Council with any relevant information in connection with any legal inquiry, dispute, arbitration or court proceedings in which the Council might foreseeably become involved, or any relevant disciplinary hearing internal to the Council, and shall give evidence in such inquiries or proceedings or hearings, arising out of the performance of the Contract.
		3. Should any part of the Contract involve the Contractor in performing duties or exercising powers under some other contract, it shall, upon becoming aware of anything which is likely to give rise to a dispute, arbitration or litigation under that other contract, forthwith notify the Council of the existence of any such matter, together with such particulars as are available.
	7. **Dispute Resolution.**
		1. If a dispute arises out of or in connection with the Contract or its performance, validity or enforceability (**Dispute**), then the parties shall follow the procedure set out in this clause:
			1. either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute notice**), together with relevant supporting documents. On service of the Dispute notice, the Council Authorised Representative and the Supplier Authorised Representative shall attempt in good faith to resolve the Dispute;
			2. if the Council Authorised Representative and the Supplier Authorised Representative are for any reason unable to resolve the Dispute within 30 days of service of the Dispute notice, the Dispute shall be referred to an executive director of the Council and a director of the Supplier who shall attempt in good faith to resolve it;
			3. if the executive director of the Council and a director of the Supplier are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the parties agree to enter into mediation in good faith to settle the Dispute and will do so in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties within 15 days of service of the Dispute notice, the mediator will be nominated by CEDR. To initiate the mediation, a party must give notice in writing (**ADR notice**) to the other party to the Dispute, referring the dispute to mediation;
			4. if there is any point on the logistical arrangements of the mediation, other than nomination of the mediator, on which the parties cannot agree within 30 days from the date of the ADR notice, where appropriate, in conjunction with the mediator, CEDR will be requested to decide that point for the parties having consulted with them; and
			5. unless otherwise agreed between the parties, the mediation will start not later than 60 days after the date of the ADR notice.
		2. The commencement of mediation shall not prevent the parties commencing or continuing court proceedings.
	8. **Third party rights.**This Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.
	9. **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with, the law of England and Wales.
	10. **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

**Schedule 1 – The Services Specification / The Goods**

**The Services**

[What is to be provided?

How are they to be provided?

Who will provide them?

When are they to be provided?

Where are they to be provided?]

**The Goods**

[What is to be provided?

What quality and technical specifications must they meet?

Who will provide them?

When are they to be provided?

Where are they to be provided?]

**Social Value Obligations**

[Detail all social value obligations to be delivered by the Supplier]

**Schedule 2 – The Charges**

**Schedule 3 – Supplier’s Tender**

**Schedule 5 – Particulars of Processing**

[Complete where the Supplier is a data processor on behalf of the Council]

1. Scope of processing

[INSERT]

1. Nature of processing

[INSERT]

1. Types of personal data

[INSERT]

1. Duration of processing

[INSERT]

1. Categories of data subject

[INSERT]