

DATED

23rd July 2025

Open Framework Agreement for the provision of transportation of passengers

between

The Council of the City of Coventry

and

Road Ride Services Ltd

Contract Reference: COV-22140

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This agreement is dated

23rd July 2025

Parties

- (1) THE COUNCIL OF THE CITY OF COVENTRY of the Council House, Earl Street, CV1 5RR (**Authority**)
- (2) ROAD RIDE SERVICES LTD incorporated and registered in England and Wales with company number 14788961 whose registered office is at 77 Churchill Ave, Coventry, CV6 5JJ (**Supplier**)

BACKGROUND

- (A) The Authority invited potential service providers (including the Supplier) on 12 May 2025 to tender for the opportunity to supply transportation of passenger services.
- (B) On the basis of the Supplier's Tender, the Authority selected the Supplier to enter a framework agreement to provide Goods and/ or Services to the Authority.
- (C) This Framework Agreement sets out the procedure for ordering Goods and/ or Services, the main terms and conditions for the provision of the Goods and/ or Services and the obligations of the Supplier under this Framework Agreement.
- (D) It is the Parties' intention that the Authority has no obligation to place Orders with the Supplier under this Framework Agreement or at all.
- (E) This is an Open Framework pursuant to the Procurement Act and will operate (and re-open) in compliance with the Procurement Act and as further described at **Error! Reference source not found..**

Agreed terms

1. Definitions and interpretation

- 1.1 The definitions and rules of interpretation in this clause apply in this Framework Agreement.

Approval: means the prior written approval of the Authority.

Audit: means an audit carried out pursuant to clause 10.

Auditor: means the Authority's internal and external auditors, including the Authority's statutory or regulatory auditors, the Comptroller and Auditor General, their staff or any appointed representatives of the National Audit Office, HM Treasury or the Cabinet Office, any party formally appointed by the Authority to carry out audit or similar review functions and the successors or assigns of any Auditor.

Authorised Representative: means the persons respectively designated as such by the Authority and the Supplier, the first such persons being set out in clause 30.

Call-off Terms and Conditions: means the terms and conditions in [Schedule 5](#).

Capability Criteria: means that specified at Schedule 6

Change of Control: means a change of control within the meaning of section 1124 of the Corporation Tax Act 2010.

Commencement Date: means 14 July 2025.

Company: shall have the meaning ascribed by section 1159 of the Companies Act 2006 or any statutory re-enactment or amendment thereto.

Complaint: means any formal complaint raised by the Authority in relation to the performance under the Framework Agreement or any Contract in accordance with clause 18.

Confidential Information: means any information of either Party, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the Parties, including Personal Data, intellectual property rights, together with all information derived from the above, any information developed by the Parties in the course of carrying out this agreement and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential.

Conflict of Interest: means a direct or indirect conflict between the financial, professional or personal interests of the Supplier or the Staff and the duties owed to the Authority under the Framework Agreement, in the reasonable opinion of the Authority.

Contract: means a legally binding agreement (made pursuant to the provisions of this Framework Agreement) for the provision of Goods and/ or Services made between the Authority and the Supplier comprising an Order Form, its appendices and the Call-off Terms and Conditions

Contract Term: means the period of the Initial Term as may be varied by the earlier termination of this Framework Agreement in accordance with these terms and conditions.

Default: means any breach of the obligations of the relevant Party under a Contract (including repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of the relevant Party or the Staff in connection with or in relation to the subject matter of the Contract and in respect of which such Party is liable to the other.

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

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

Framework Agreement: means this agreement and all Schedules to this agreement as varied from time to time.

Framework Agreement Variation Procedure: means the procedure set out in [Schedule 8](#).

Framework Providers: means the Supplier and other suppliers appointed as framework providers under this Framework Agreement.

Goods and/ or Services: means the transportation of passenger services detailed in [Schedule 1](#).

Information: has the meaning given under section 84 of the FOIA.

Initial Term: means the period commencing on the Commencement Date and ending on 23:59 on the day preceding the 1st anniversary of the Commencement Date.

Intellectual Property Rights: means 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 the United Kingdom) and the right to sue for passing off.

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

Goods and/ or Services: means the Goods and/ or Services referred to in [Schedule 1](#).

Goods and/ or Services Award Criteria: means the award criteria to be applied for the award of Contracts for Goods and/ or Services as set out in [Schedule 2](#), with Part 1 specifying the award criteria for the Tender and the re-opening of the Open Framework and with Part 2 specifying the award criteria for a mini competition.

Management Information: means the management information specified in [Schedule 7](#).

Month: means a calendar month.

Order: means an order for Goods and/ or Services sent by the Authority to the Supplier in accordance with the award procedures in clause 4.

Order Form: means a document setting out details of an Order in the form set out in [Schedule 4](#) or as otherwise agreed in accordance with clause 4.

Parent Company: means any company which is the ultimate Holding Company of the Supplier and which is either responsible directly or indirectly for the business activities of the Supplier or which is engaged in the same or similar business to the Supplier.

Party: means the Authority and/or the Supplier.

Pricing Matrices: means the pricing matrices set out in [Schedule 3](#).

Procurement Act: means the Procurement Act 2023 as may be amended from time to time.

Procurement Guidance: means any guidance issued or updated by the UK government from time to time in relation to the Procurement Act and/or the Procurement Regulations.

Procurement Regulations: means the Procurement Regulations 2024 as amended from time to time.

Prohibited Act: the following constitute Prohibited Acts:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to:
 - (i) induce that person to perform improperly a relevant function or activity; or
 - (ii) reward that person for improper performance of a relevant function or activity;
- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Framework Agreement;
- (c) committing any offence:
 - (i) under the Bribery Act 2010;
 - (ii) under legislation creating offences concerning fraudulent acts relating to this Framework Agreement or any other contract with the Authority;

- (iii) at common law concerning fraudulent acts relating to this Framework Agreement or any other contract with the Authority;
 - (iv) of defrauding attempting to defraud or conspiring to defraud the Authority (including offences by the Supplier under Part 3 of the Criminal Finances Act 2017);
 - (v) under the Counter-Terrorism and Security Act 2015; or
of slavery, human trafficking including offences under the Modern Slavery Act 2015.
- (d) any activity, practice or conduct which would constitute one of the offences listed under (c) if such activity, practice or conduct had been carried out in the UK.

Regulatory Bodies: means those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Framework Agreement or any other affairs of the Authority.

Requests for Information: means a request for information or an apparent request under the FOIA or the Environmental Information Regulations.

Staff: means all persons employed by the Supplier together with the Supplier's servants, agents, suppliers and subcontractors used in the performance of its obligations under this Framework Agreement or Contracts.

Subcontract: any contract between the Supplier and a third party pursuant to which the Supplier agrees to source the provision of any of the Goods and/ or Services from that third party.

Subcontractor: the contractors or service providers that enter into a Subcontract with the Supplier.

Supplemental Tender: means the documents submitted to the Authority in response to the Authority's invitation to Framework Providers for formal offers to supply it with Goods and/ or Services in accordance with the procedure set out at 4.3(d).

Supplier Personnel: means all employees, staff, other workers, agents and consultants of the Supplier and of any Sub-Contractors who are engaged in the provision of the Goods and/ or Services from time to time.

Tender: means the tender submitted by the Supplier to the Authority on 10 June 2025.

Tender Notice: means the tender notice 2025/S 000-020576 published in the UK e-notification service on 12 May 2025.

Termination Date: means the date of expiry or termination of this Framework Agreement.

Transparency Information: means:

- a) any information which is published in accordance with guidance issued by His Majesty's Government, from time to time;
- b) any information or notices, permitted or required to be published by the Procurement Act 2023, the Procurement Regulations 2024 or any other regulations published under it, and any PPNs (as applicable), subject to any exemptions set out in sections 94 and 99 of the Procurement Act 2023, which shall be determined by the Authority, taking into consideration any information which is Confidential Information; and

- c) any information about the Framework Agreement, including the content of the Framework Agreement, and any changes to this Framework Agreement agreed from time to time, as well as any information relating to the Goods and/or Services and performance pursuant to the Framework Agreement required to be disclosed under FOIA or the Environmental Information Regulations 2004, subject to any exemptions, which shall be determined by the Authority, taking into consideration any information which is Confidential Information;

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

Working Days: means any day other than a Saturday, Sunday or public holiday in England and Wales.

Year: means a calendar year.

1.2 The interpretation and construction of this Framework Agreement shall all be subject to the following provisions:

- (a) words importing the singular meaning include where the context so admits the plural meaning and vice versa;
- (b) words importing the masculine include the feminine and the neuter;
- (c) the words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation";
- (d) references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
- (e) unless expressly provided otherwise in this agreement, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted and includes any subordinate legislation made under it, in each case from time to time;
- (f) headings are included in this Framework Agreement for ease of reference only and shall not affect the interpretation or construction of this Framework Agreement;
- (g) the Schedules form part of this Framework Agreement and shall have effect as if set out in full in the body of this Framework Agreement and any reference to this Framework Agreement shall include the Schedules;
- (h) references in this Framework Agreement to any clause or sub-clause or Schedule without further designation shall be construed as a reference to the clause or sub-clause or Schedule to this Framework Agreement so numbered;
- (i) references in this Framework Agreement to any paragraph or sub-paragraph without further designation shall be construed as a reference to the paragraph or sub-paragraph of the relevant Schedule to this Framework Agreement so numbered; and
- (j) reference to a clause is a reference to the whole of that clause unless stated otherwise.

Part one: framework arrangements and award procedure

2. Term of Framework Agreement

- 2.1 The Framework Agreement shall take effect on the Commencement Date and (unless it is terminated in accordance with the terms of this Framework Agreement or is otherwise lawfully terminated) shall terminate at the end of the Contract Term.

3. Scope of Framework Agreement

- 3.1 This Framework Agreement governs the relationship between the Authority and the Supplier in respect of the provision of the Goods and/ or Services by the Supplier to the Authority.
- 3.2 The Authority appoints the Supplier as a Framework Provider of the Goods and/ or Services and the Supplier shall be eligible to receive Orders for such Goods and/ or Services from the Authority during the Contract Term.
- 3.3 The Authority may at their absolute discretion and from time-to-time order Goods and/ or Services from the Supplier in accordance with the ordering procedure set out in clause 4 during the Contract Term. If there is a conflict between clause 4 and the Procurement Act and/or the Procurement Regulations, the Procurement Act and Procurement Regulations shall take precedence.
- 3.4 If and to the extent that any Goods and/ or Services under this Framework Agreement are required the Authority shall:
- (a) enter into a contract with the Supplier for these Goods and/ or Services materially in accordance with the terms of the Contract; and
 - (b) comply with the ordering procedure in clause 4.
- 3.5 The Supplier acknowledges that, in entering this Framework Agreement, no form of exclusivity or volume guarantee has been granted by the Authority for the Goods and/ or Services and that the Authority is at all times entitled to enter into other contracts and arrangements with other suppliers for the provision of any or all Goods and/ or Services which are the same as or similar to the Goods and/ or Services.
- 3.6 This is an Open Framework pursuant to the Procurement Act and will operate (and re-open) in compliance with the Procurement Act and as further described at [Schedule 9 - Process for re-opening of Framework Agreement](#).

4. Award procedures

Awards under the Framework Agreement

- 4.1 If the Authority decides to source Goods and/ or Services through the Framework Agreement then it may:
- (a) satisfy its requirements for Goods and/ or Services by awarding a Contract in accordance with the terms laid down in this Framework Agreement without re-opening competition in accordance with the requirements of clause 4.2; or

- (b) satisfy its requirements for Goods and/ or Services by awarding a Contract following a mini-competition conducted in accordance with the requirements of clause 4.3.

4.2 Awards without re-opening competition

- (a) The Authority ordering Goods and/ or Services under the Framework Agreement may do so without re-opening competition in any of the following circumstances:
 - (i) where the Authority is able to determine which Framework Provider will provide it with the most advantageous offer for the proposed Services by reference to the Framework Provider's Tender for the Framework Agreement and having regard to the particular requirements of the Goods and/ or Services in question;
 - (ii) where the Authority has determined through application of the Capability Criteria that only that Framework Provider is capable of carrying out the Goods and/ or Services;
 - (iii) where the Goods and/ or Services involve certain requirements that are of particular importance to the Authority, and the Framework Provider's Tender for the Framework Agreement was particularly strong or competitive in relation to those requirements in comparison with the other Framework Providers' Tenders;
 - (iv) where for reasons of urgency it is not reasonably practicable to award the Goods and/ or Services by way of a mini-competition; and/ or
 - (v) where the Authority has invited tenders in relation to an intended mini-competition for the Goods and/ or Services, and only one Framework Provider has responded within the requisite timescale set by the Authority.
- (b) The Framework Provider which is selected to provide the Goods and/ or Services without re-opening competition pursuant to clause 4.2 shall either (i) state that it is unable or unwilling to fulfil the Order, or (ii) submit a pricing proposal to the Authority in accordance with the Pricing Matrices.

Awards by re-opening competition (mini-competitions)

- 4.3** The Authority ordering Goods and/ or Services under the Framework Agreement may do so by re-opening competition by way of the following procedure:

- (a) identify the Goods and/ or Services requirements;
- (b) identify the Framework Providers capable of performing the Contract for the Goods and/ or Services requirements;
- (c) supplement and refine the Call-off Terms and Conditions only to the extent permitted by and in accordance with the requirements of the Procurement Act, Procurement Regulations and Procurement Guidance;
- (d) invite tenders by conducting a mini-competition for its Goods and/ or Services requirements in accordance with the Procurement Act, Procurement Regulations and Procurement Guidance and in particular:
 - (i) consult in writing the Framework Providers capable of performing the Contract for the Goods and/ or Services requirements and invite them within a specified time limit to submit a Supplemental Tender;

- (ii) set a time limit for the receipt by it of the Supplemental Tenders which takes into account factors such as the complexity of the subject matter of the Contract and the time needed to submit tenders; and
- (iii) keep each Supplemental Tender confidential until the expiry of the time limit for the receipt by it of the Supplemental Tenders;
- (e) apply the Goods and/ or Services Award Criteria to any compliant Supplemental Tenders submitted through the mini-competition; and
- (f) subject to clause 4.5 place an Order with the successful Framework Provider.

4.4 The Supplier agrees that all Supplemental Tenders submitted by the Supplier in relation to a mini-competition held pursuant to this clause 4 shall remain open for acceptance for 30 days (or such other period specified in the invitation to tender issued by the Authority in accordance with this clause 4).

4.5 Notwithstanding the fact that the Authority has followed the procedure set out above for Goods and/ or Services, the Authority may cancel, postpone, delay or end the procedure without placing an Order for Goods and/ or Services or awarding a Contract. Nothing in this Framework Agreement shall oblige the Authority to place any Order for Goods and/ or Services.

Form of Order

4.6 Subject to carrying out the procedures in this clause 4 the Authority may place an Order with the Supplier by serving an order in writing in substantially the form set out in Schedule 4 or such similar or analogous form agreed with the Supplier including systems of ordering involving e-mail or other online solutions.

Accepting and declining Orders

4.7 Following receipt of an Order, the Supplier shall promptly and in any event within a reasonable period determined by the Authority and notified to the Supplier in writing at the same time as the submission of the Order (which in any event shall not exceed 24 hours) acknowledge receipt of the Order and either:

- (a) notify the Authority in writing and with detailed reasons that it is unable to fulfil the Order; or
- (b) notify the Authority that it is able to fulfil the Order by signing and returning the Order Form.

4.8 If the Supplier:

- (a) notifies the Authority that it is unable to fulfil an Order; or
- (b) the time limit referred to in clause 4.7 has expired;

then the Order shall lapse and the Authority may then send that Order to an alternative Framework Provider in accordance with the provisions set out above.

4.9 If the Supplier modifies or imposes conditions on the fulfilment of an Order, then the Authority may either:

- (a) reissue the Order incorporating the modifications or conditions; or

- (b) treat the Supplier's response as notification of its inability to fulfil the Order.

- 4.10 The Parties acknowledge and agree that the placement of an Order is an "invitation to treat" by the Authority. Accordingly, the Supplier shall sign and return the Order Form which shall constitute its offer to the Authority. The Authority shall signal its acceptance of the Supplier's offer and the formation of a Contract by counter-signing the Order Form.

5. Contract performance and precedence of documents

- 5.1 The Supplier shall perform all Contracts entered into with the Authority in accordance with:

- (a) the requirements of this Framework Agreement; and
- (b) the terms and conditions of the respective Contracts.

- 5.2 In the event of, and only to the extent of, any conflict or inconsistency between the terms and conditions of this Framework Agreement and the terms and conditions of a Contract, such conflict or inconsistency shall be resolved according to the following order of priority:

- (a) the clauses of the Call-off Terms and Conditions;
- (b) the Order Form;
- (c) the terms of the Framework Agreement and the Schedules to the Framework Agreement;
- (d) any other document referred to in the clauses of the Contract.

6. Prices for Goods and/ or Services

- 6.1 The prices offered by the Supplier for Contracts (following the procedure set out at 4.2 - Awards without re-opening competition) to the Authority for Goods and/ or Services shall be the prices listed in the Pricing Matrices or the prices resultant from the outcome of a previous mini-competition held pursuant to this Framework Agreement.
- 6.2 The prices offered by the Supplier for Contracts (following the procedure set out at 4.3 - Awards by re-opening competition (mini-competitions)) to the Authority for Goods and/ or Services shall be the prices resultant from the outcome of the mini-competition which shall be no more than the rates set out in the Pricing Matrices.

Supplier's general framework obligations

7. Warranties and representations

The Supplier warrants and represents to the Authority that:

- (a) it has full capacity and authority and all necessary consents (including, where its procedures so require, the consent of its Parent Company) to enter into and to perform its obligations under this Framework Agreement;
- (b) this Framework Agreement is executed by a duly authorised representative of the Supplier;
- (c) in entering into this Framework Agreement or any Contract, the Supplier, its Staff and Subcontractors have not committed any Prohibited Act;

- (d) the Supplier, Staff and Subcontractor(s) have not been nor are subject to any investigation, inquiry or enforcement proceedings by a governmental, Administrative or regulatory body regarding any Prohibited Act or alleged Prohibited Act;
- (e) as at the Commencement Date, all information, statements and representations contained in the Tender any information submitted as part of any conditions of participation in relation to the Tender and/or documents submitted as part of the Tender are and remain true, accurate and not misleading save as may have been specifically disclosed in writing to the Authority before the execution of this Framework Agreement and it will promptly advise the Authority of any fact, matter or circumstance of which it may become aware during the Contract Term that would render any such information, statement or representation to be false or misleading;
- (f) no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets that will or might affect its ability to perform its obligations under this Framework Agreement and any Contract which may be entered into with the Authority;
- (g) it is not subject to any contractual obligation, compliance with which is likely to have an effect on its ability to perform its obligations under this Framework Agreement and any Contract; and
- (h) no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue.

7.2 The Supplier shall promptly notify the Authority if, at any time during the Term, its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out in clause 0 at the relevant time.

8. Service pre-requisites

8.1 The Supplier shall be responsible for obtaining all licences, authorisations, consents or permits required in relation to the performance of this Framework Agreement and any Contract.

8.2 The Supplier where it requires to use private hire vehicles to deliver the Goods and/ or Services shall maintain for the Contract Term a Private Hire Vehicle Operator Licence as further described at <https://www.coventry.gov.uk/hackney-carriage-ie-taxi-private-hire-licensing/taxi-licensing-information-new-applicants>.

8.3 The Supplier prior to performance under any Contract must ensure that any driver or escort delivering the Goods and/ or Services shall comply with the driver and escort training as detailed in the specification at Schedule 1.

8.4 The Supplier prior to performance under and Contract must ensure that any driver or escort delivering the Goods and/ or Services shall comply with the Disclosure and Barring Service requirements as detailed in the specification at Schedule 1.

Supplier's information obligations

9. Reporting and meetings

9.1 Throughout the Contract Term the Supplier shall:

- (a) submit Management Information to the Authority in the form set out in [Schedule 7](#) and at the frequency set out at [Schedule 7](#), with such requirement being additional to any requirements contained in the Call-off Terms and Conditions; and
- (b) meet the Authority in accordance with the details set out in [Schedule 7](#) and at the frequency set out at [Schedule 7](#).

9.2 The Authority may make changes to the nature of the Management Information that the Supplier is required to supply and shall give the Supplier at least one month's written notice of any changes.

10. Records and audit access

10.1 The Supplier shall keep and maintain until twelve years after the date of termination or expiry (whichever is the earlier) of this Framework Agreement (or as long a period as may be agreed between the Parties), full and accurate records and accounts of the operation of this Framework Agreement including the Goods and/ or Services provided under it, the Contracts entered into with the Authority and the amounts paid by the Authority.

10.2 The Supplier shall keep the records and accounts referred to in clause 10.1 above in accordance with good accountancy practice.

10.3 The Supplier shall afford the Authority or the Auditor (or both) such access to such records and accounts as may be required from time to time.

10.4 The Supplier shall provide such records and accounts (together with copies of the Supplier's published accounts) during the Contract Term and for a period of twelve years after expiry of the Contract Term to the Authority and the Auditor.

10.5 The Authority shall use reasonable endeavours to ensure that the conduct of each Audit does not unreasonably disrupt the Supplier or delay the provision of the Goods and/ or Services pursuant to the Contracts, save insofar as the Supplier accepts and acknowledges that control over the conduct of Audits carried out by the Auditor is outside of the control of the Authority.

10.6 Subject to the Authority's rights of confidentiality, the Supplier shall on demand provide the Auditor with all reasonable co-operation and assistance in relation to each Audit, including:

- (a) all information requested by the Auditor within the scope of the Audit;
- (b) reasonable access to sites controlled by the Supplier and to equipment used in the provision of the Goods and/ or Services; and
- (c) access to the Staff.

10.7 The Supplier shall comply and be monitored by the Authority in respect of any key performance indicators specified in a Contract.

- 10.8 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause 10, unless the Audit reveals a material Default by the Supplier in which case the Supplier shall reimburse the Authority for the Authority's reasonable costs incurred in relation to the Audit.

11. Confidentiality

- 11.1 Subject to clause 11.2, the Parties shall keep confidential the Confidential Information of the Parties and shall use all reasonable endeavours to prevent their representatives from making any disclosure to any person of any matters relating hereto.

- 11.2 Clause 11.1 shall not apply to any disclosure of information:

- (a) required by any applicable law or to any disclosures required under the FOIA or the Environmental Information Regulations or the Procurement Act, the Procurement Regulations and/or any Procurement Guidance including but not limited to the disclosure of any Transparency Information;
- (b) that is reasonably required by persons engaged by a Party in the performance of that Party's obligations under this Framework Agreement;
- (c) where a Party can demonstrate that such information is already generally available and in the public domain otherwise than as a result of a breach of clause 11.1;
- (d) by the Authority of any document to which it is a party and which the Parties to this Framework Agreement have agreed contains no Confidential Information;
- (e) to enable a determination to be made under clause 19;
- (f) which is already lawfully in the possession of the receiving party, prior to its disclosure by the disclosing party, and the disclosing party is not under any obligation of confidence in respect of that information;
- (g) by the Authority to any other department, office or agency of the government, provided that the Authority informs the recipient of any duty of confidence owed in respect of the information; and
- (h) by the Authority relating to this Framework Agreement and in respect of which the Supplier has given its prior written consent to disclosure.

- 11.3 The Parties shall not use the Confidential Information of the Parties for any purpose other than to exercise their rights and perform their obligations under or in connection with this Framework Agreement.

- 11.4 For the avoidance of doubt, Transparency Information is not Confidential Information.

12. PROTECTION OF INFORMATION

- 12.1 Data protection

- 12.1.1 In this Framework Agreement "Data Protection Legislation" means all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the

General Data Protection Regulation ((EU) 2016/679) (UK GDPR); the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a Party.

- 12.1.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 12.1.2 is in addition to, and does not relieve, remove or replace, a Party's obligations or rights under the Data Protection Legislation.
- 12.1.3 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Data Controller and the Supplier is the Data Processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation). The processing schedule is set out at Schedule 10 and sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of personal data and categories of Data Subject.
- 12.1.4 Without prejudice to the generality of clause 12.1.2, the Authority will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier and/or lawful collection of the Personal Data by the Supplier on behalf of the Authority for the duration and purposes of this Framework Agreement.
- 12.1.5 Without prejudice to the generality of clause 12.1.2, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under this Framework Agreement:
- (a) process that Personal Data only on the documented written instructions of the Authority which are set out at Schedule 10, unless the Supplier is required by the laws of the United Kingdom ("Domestic Law") to otherwise process that Personal Data. Where the Supplier is relying on Domestic Law as the basis for processing Personal Data, the Supplier shall promptly notify the Authority of this before performing the processing required by the Domestic Law unless the Domestic Law prohibits the Supplier from so notifying the Authority;
 - (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Authority, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its 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 technical and organisational measures adopted by it);
 - (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
 - (d) not transfer any Personal Data outside of the UK or EEA unless the prior written consent of the Authority has been obtained and the following conditions are fulfilled:

- (i) the Authority or the Supplier has provided appropriate safeguards in relation to the transfer;
 - (ii) the data subject has enforceable rights and effective legal remedies;
 - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) the Supplier complies with reasonable instructions given with reasonable notice by the Authority with respect to the processing of the Personal Data;
- (e) assist the Authority, at the Authority's cost, 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, breach notifications, impact assessments and consultations with the Information Commissioner's Office or regulators;
- (f) notify the Authority immediately on becoming aware of a Personal Data breach. Such notification shall be to the Authority's data protection officer as required to be appointed under the Data Protection Legislation and whose email address is: DPOTeam@coventry.gov.uk and whose other contact details appear on the Authority's website;
- (g) at the written direction of the Authority, and at the cost of the Supplier delete or return Personal Data and copies thereof to the Authority on termination of the agreement unless required by Domestic Law to store the Personal Data; and
- (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 12.1.5(h) and allow for and contribute to audits by the Authority or the Authority's designated auditor, upon reasonable notice and immediately inform the Authority if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.

12.1.6 The Authority does not consent to the Supplier appointing any sub-processor of Personal Data under this Framework Agreement without our prior written consent. The Authority will only consent to the Supplier appointing a sub-processor of Personal Data under this Framework Agreement where the Supplier confirms that it has entered or (as the case may be) will enter with the sub-processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 12.1 and in either case which the sub-processor confirms reflect and will continue to reflect the requirements of the Data Protection Legislation. As between the Authority and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any sub-processor appointed by it pursuant to this clause 12.1.6.

12.1.7 Either Party may, at any time on not less than 30 days' notice, revise this clause 12.1 by replacing it with any applicable controller to processor standard contractual clauses or similar terms adopted by the

Information Commissioner or forming part of an applicable certification scheme (which shall apply when replaced by annexed to this agreement).

- 12.1.8 The Supplier shall be registered under the Data Protection Legislation with the Information Commissioner's Office in so far as performance of this Framework Agreement gives rise to obligations under those Acts.
- 12.1.9 The Supplier shall ensure that it does nothing which places the Authority in breach of the Authority's obligations under the Data Protection Legislation.
- 12.1.10 The provisions of this clause 12.1 shall apply during the continuance of this Framework Agreement and indefinitely after its expiry or termination.

13. Freedom of information

- 13.1 The Supplier acknowledges that the Authority is subject to the requirements of the FOIA and the EIRs, the Procurement Act and the Procurement Regulations. The Supplier shall at no additional cost:
 - (a) provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA, the EIRs the Procurement Act, the Procurement Regulations and to comply with any of its obligations in relation to publishing Transparency Information;
 - (b) transfer to the Authority all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
 - (c) provide the Authority with a copy of all Information belonging to the Authority requested in the Request for Information which is in its possession or control in the form that the Authority requires within 5 Working Days (or such other period as the Authority may reasonably specify) of the Authority's request for such Information; and
 - (d) not respond directly to a Request for Information unless authorised in writing to do so by the Authority.
- 13.2 The Supplier acknowledges that the Authority may be required under the FOIA the EIRs, the Procurement Act and the Procurement Regulations to disclose Information (including Confidential Information) without consulting or obtaining consent from the Supplier. The Authority shall take reasonable steps to notify the Supplier of a Request for Information (in accordance with the section 45 FOIA Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Agreement) the Authority shall be responsible for determining in its absolute discretion whether any Confidential Information and/or any other information is exempt from disclosure in accordance with the FOIA the EIRs, the Procurement Act and/or the Procurement Regulations.

14. Publicity and Transparency

- 14.1 Unless otherwise directed by the Authority, the Supplier shall not make any press announcements or publicise this Framework Agreement in any way without the Authority's prior written consent.

- 14.2 The Authority shall be entitled to publicise this Framework Agreement in accordance with any legal obligation on the Authority, including any examination of this Framework Agreement by the Auditor or otherwise.
- 14.3 The Supplier shall not do anything that may damage the reputation of the Authority or bring the Authority into disrepute.
- 14.4 The Supplier acknowledges and agrees that the Authority will be required to comply with any of its transparency obligations in accordance with the requirements of the Procurement Act and the Procurement Regulations and will be required to publish Transparency Information.

Framework Agreement termination and suspension

15. Termination

Termination on Default

- 15.1 The Authority may terminate the Framework Agreement by serving written notice on the Supplier with effect from the date specified in such notice:
- (a) where the Supplier commits a material breach and the Supplier has not remedied the material breach to the satisfaction of the Authority within 20 Working Days, or such other period as may be specified by the Authority, after issue of a written notice specifying the material breach and requesting it to be remedied;
 - (b) where the Authority terminates a Contract awarded to the Supplier under this Framework Agreement as a consequence of a material breach by the Supplier;
 - (c) where any warranty given in clause 7 of this agreement is found to be untrue or misleading;
 - (d) where the Supplier fails to comply with the Management Information requirements specified at clause 9;
 - (e) where the Supplier is an excluded supplier or has, since the award of this Framework Agreement become an excludable supplier in accordance with the Procurement Act. For the avoidance of doubt, before terminating the Framework Agreement, if the Supplier is only an excluded or excludable supplier by virtue of an associated person (as defined in the Procurement Act) in accordance with Section 48(3) of the Procurement Act, the Authority must give the Supplier reasonable opportunity to replace the associated person (as defined in the Procurement Act); or
 - (f) the Authority is entitled to terminate the Framework Agreement in accordance with clause 34 (Conflict of Interest).

Termination on insolvency and Change of Control

- 15.2 Without affecting any other right or remedy available to it, the Authority may terminate this agreement with immediate effect by giving written notice to the Supplier if:
- (a) the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability

partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

- (b) the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- (c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier (being a company);
- (d) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Supplier (being a company, partnership or limited liability partnership);
- (e) the holder of a qualifying floating charge over the assets of the Supplier (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
- (f) a person becomes entitled to appoint a receiver over the assets of the Supplier or a receiver is appointed over the assets of the Supplier;
- (g) the Supplier (where an individual) is the subject of a bankruptcy petition or order;
- (h) a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Supplier's assets and such attachment or process is not discharged within 14 days;
- (i) any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 15.2(a) to clause 15.2(h) (inclusive); or
- (j) the Supplier suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

15.3 The Supplier shall notify the Authority immediately if the Supplier undergoes a Change of Control. The Authority may terminate the Framework Agreement by giving notice in writing to the Supplier with immediate effect within six Months of:

- (a) being notified that a Change of Control has occurred; or
- (b) where no notification has been made, the date that the Authority becomes aware of the Change of Control;

but shall not be permitted to terminate where an Approval was granted before the Change of Control.

Termination by Authority for convenience

15.4 The Authority shall have the right to terminate this Framework Agreement, or to terminate the provision of any part of the Framework Agreement at any time by giving three Months' written notice to the Supplier.

Termination and exclusions pursuant to the Procurement Act

- 15.5 The Authority may give the Supplier written notice of its intention to terminate the Framework Agreement if it considers that a termination ground listed in section 78(2) of the Procurement Act applies and provided that the requirements of Section 78(7) of the Procurement Act have been met. A notice of an intention to terminate under this clause 15.5 must:
- (a) set out which termination ground the Authority considers applies pursuant to section 78(2) of the Procurement Act 2023 together with the Authority's reasons for deciding to terminate on this basis;
 - (b) invite the Supplier to make representations to the Authority about the existence of the termination ground and the Authority's decision to terminate;
 - (c) specify the means by which, and the time by which, such representations must be made by the Supplier; and
 - (d) insofar as it states the Authority's intention to terminate by reference to the status of a subcontractor under section 78(2)(b) or (c) of the Procurement Act, specify a time by which the Supplier may terminate the subcontract and, if necessary, appoint an alternative subcontractor.
- 15.6 On expiry of the time for the Supplier to make representations under clause 15.5(c), if, after considering any representations, the Authority is satisfied that the termination ground applies, it may terminate this Framework Agreement with immediate effect by giving final written notice to the Supplier.
- 15.7 In accordance with the requirements of section 80 of the Procurement Act, the Authority will be required to publish a contract termination notice setting out that the Framework Agreement has been terminated together with the relevant information detailed in section 41(1) of the Procurement Regulations.
- 15.8 The Authority may give the Supplier written notice of its intention to terminate the Framework Agreement if it considers that a termination ground listed in section 71(3) or section 71(4) of the Procurement Act applies.
- 15.9 During the Term the Supplier shall notify the Authority as soon as reasonably practicable if:
- (a) the Supplier considers that an exclusion ground within the Procurement Act and any associated regulations applies to the Supplier, including where the Supplier is put on the debarment list or becomes an excluded or excludable supplier by virtue of any associated persons or subcontractors where information relating to such was provided under Section 28 of the Procurement Act; and/or
 - (b) there are any changes to the Provider's associated persons within the meaning of the Procurement Act.
- 15.10 If the Supplier notifies the Authority in accordance with clause 15.9 then the Supplier must promptly provide any information the Authority reasonably requests in relation to the notification, including information to support an assessment of whether the circumstances giving rise to the exclusion ground are continuing or likely to occur again.

15.11 If the Supplier notifies the Authority in accordance with clause 15.9 above then the Supplier must promptly provide any information reasonably requested by the Authority in relation to the change to the Supplier's associated persons, including any information set out in the Procurement Regulations.

15.12 The Authority may terminate this Framework Agreement if:

- (a) the Supplier has failed to provide notification under clause 15.9 as soon as reasonably practicable after the Supplier become aware that an exclusion ground within the Procurement Act, the Procurement Regulations and any associated regulations does or may apply to the Supplier; or
- (b) the Supplier has failed to provide notification under clause 15.9 as soon as reasonably practicable after the Supplier becoming aware of any changes to the Supplier's associated persons within the meaning of the Procurement Act; and/or
- (c) any notification or information provided by the Supplier under clause 15.9 is incomplete, inaccurate or misleading;

and the consequences of termination set out in clause 17 shall apply.

15.13 Clause 15.12 is without prejudice to the Authority's rights to terminate the Framework Agreement in accordance with any other terms of the Framework Agreement.

16. Suspension of Supplier's appointment

Without prejudice to the Authority's rights to terminate the Framework Agreement in clause 15 above, if a right to terminate this Framework Agreement arises in accordance with clause 15, the Authority may suspend the Supplier's right to receive Orders from the Authority by giving notice in writing to the Supplier. If the Authority provides notice to the Supplier in accordance with this clause 16, the Supplier's appointment shall be suspended for the period set out in the notice from the Authority or such other period notified to the Supplier by the Authority in writing from time to time.

17. Consequences of termination and expiry

17.1 Notwithstanding the service of a notice to terminate the Framework Agreement, the Supplier shall continue to fulfil its obligations under the Framework Agreement until the date of expiry or termination of the Framework Agreement or such other date as required under this clause 17.

17.2 Unless expressly stated to the contrary, the service of a notice to terminate the Framework Agreement shall not operate as a notice to terminate any Contract made under the Framework Agreement. Termination or expiry of the Framework Agreement shall not cause any Contracts to terminate automatically. For the avoidance of doubt, all Contracts shall remain in force unless and until they are terminated or expire in accordance with their own terms.

17.3 Within 30 Working Days of the date of termination or expiry of the Framework Agreement, the Supplier shall return or destroy at the request of the Authority any data, personal information relating to the Authority or its personnel or Confidential Information belonging to the Authority in the Supplier's possession, power or control, either in its then current format or in a format nominated by the Authority (in which event the Authority will reimburse the Supplier's reasonable data conversion expenses),

together with all training manuals and other related documentation, and any other information and all copies thereof owned by the Authority, save that it may keep one copy of any such data or information for a period of up to 12 Months to comply with its obligations under the Framework Agreement, or such period as is necessary for such compliance, in either case as determined by the Authority.

17.4 Termination or expiry of this Framework Agreement shall be without prejudice to any rights, remedies or obligations of either Party accrued under this Framework Agreement before termination or expiry.

17.5 The provisions of clause 7, clause 10, clause 11, clause 12, clause 14, clause 17, clause 21, and clause 31 shall survive the termination or expiry of the Framework Agreement, together with any other provision which is either expressed to or by implication is intended to survive termination.

18. Complaints handling and resolution

18.1 Without prejudice to any rights and remedies that a complainant may have at Law, including under the Framework Agreement or a Contract, and without prejudice to any obligation of the Supplier to take remedial action under the provisions of the Framework Agreement or a Contract, the Supplier shall use its best endeavours to resolve the Complaint within ten Working Days and in so doing, shall deal with the Complaint fully, expeditiously and fairly.

19. Dispute resolution

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

- (a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (Dispute Notice), together with relevant supporting documents. On service of the Dispute Notice, a Director of the Authority and a Director of the Supplier shall attempt in good faith to resolve the Dispute;
- (b) if the Director of The Authority and Director of the Supplier are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to the Chief Executive of the Authority and Chief Executive (or equivalent) of the Supplier who shall attempt in good faith to resolve it; and
- (c) if the Chief Executive of the Authority and Chief Executive (or equivalent) of the Supplier are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a party must serve notice in writing (ADR notice) to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR Solve. The mediation will start not later than 10 days after the date of the ADR notice.

19.2 The commencement of mediation shall not prevent the parties commencing or continuing court or arbitration proceedings in relation to the Dispute under clause 31 which clause shall apply at all times.

20. Insurance

- 20.1 During the Contract Term, the Supplier shall maintain in force, with a reputable insurance company, public liability insurance, employer's liability insurance and professional indemnity insurance with the levels of cover to be no less than:
- (a) public liability in the sum of ten million pounds (£10,000,000) for any one occurrence; and
 - (b) employer's liability in the sum of ten million pounds (£10,000,000) for any one occurrence.
- 20.2 During the Contract Term, the Supplier shall ensure that any driver used to deliver the Goods and/ or Services shall maintain in force, with a reputable insurance company third-Party Motor Insurance with unlimited liability for death or bodily injury to any person and £25 million in any one occurrence for damage to any property.
- 20.3 The Supplier shall produce for inspection when requested by the Authority documentary evidence that the insurance cover is in full force and effect and that all premiums payable under such insurance policies has been paid and confirm that such policies include an Indemnity to Principal's clause. Such insurance shall at all times be affected with insurers of repute that is authorised by the financial conduct authority to transact business in the United Kingdom and the policies will not contain any unusual or unduly onerous conditions.
- 20.4 The terms of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the Contract.

General provisions

21. Prevention of bribery

- 21.1 The provisions of clause 10.6 of the Call-off Terms and Conditions shall apply mutatis mutandis to this Framework Agreement with any reference to the words (1) "Contract" (2) "Contractor" and (3) "Council" stated in the Call-off Terms and Conditions being substituted for the purposes of this Framework Agreement with the respective words of (1) "Framework Agreement" (2) Supplier and (3) Authority.

22. Subcontracting and assignment

- 22.1 Subject to clause 22.5 neither party shall be entitled to assign, novate or otherwise dispose of any or all of its rights and obligations under this Framework Agreement without the prior written consent of the other party, neither may the Supplier subcontract the whole or any part of its obligations under this Framework Agreement except with the express prior written consent of the Authority. The Authority may request a copy of the proposed subcontract and/or any other information that the Authority may require about the proposed subcontractor.
- 22.2 Should prior written consent to sub-contract and to appoint subcontractors be given to the Supplier by the Authority, the Supplier shall continue to remain responsible and liable for all acts, omissions, defaults or negligence howsoever caused by any subcontractor as if they were its own.
- 22.3 Should prior written consent to sub-contract and to appoint subcontractors be given to the Supplier by the Authority, the Supplier shall:

- (a) manage its Subcontractors in accordance with good industry practice; and
- (b) shall not during the Contract Term enter into a subcontract with:
 - (i) any supplier that is on the debarment list on the basis of a mandatory exclusion ground within the meaning of the Procurement Act, Procurement Regulations and any associated regulations; or
 - (ii) any supplier that is on the debarment list on the basis of a discretionary exclusion ground within the meaning of the Procurement Act and the Procurement Regulations and any associated regulations, unless the Supplier has obtained the Authority's prior written consent to the appointment of the relevant proposed subcontractor.

22.4 The Authority may, in accordance with Section 72 of the Procurement Act, require that the Supplier enters into a legally binding arrangement with the proposed subcontractor(s) within such reasonable period as may be specified by the Authority. Where the Authority has consented to the placing of sub-contracts and appointment of subcontractors, the Supplier shall, at the request of the Authority, send copies of each sub-contract, to the Authority as soon as is reasonably practicable.

22.5 If the Supplier does not enter into a legally binding agreement in accordance with clause 22.44 the Council may:

(a) terminate this Framework Agreement and the consequences of termination set out in clause 17 shall apply; or

(b) require the Supplier to enter into a legally binding agreement with an alternate subcontractor.

23. Variations to Framework Agreement

Any variations to the Framework Agreement must be made only in accordance with the Framework Agreement Variation Procedure set out in [Schedule 8](#).

24. Third party rights

24.1 Except as provided in clause 3, clause 4 the Supplier warrants and represents to the Authority that a person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Framework Agreement.

25. Severance

25.1 If any provision or part-provision of this Framework Agreement 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 shall not affect the validity and enforceability of the rest of this Framework Agreement.

25.2 If one party gives notice to the other of the possibility that any provision or part-provision of this Framework Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to

amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

26. Rights and remedies

Except as expressly provided in this Framework Agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

27. Interest

27.1 Each party shall pay interest on any sum due under this agreement, calculated as follows:

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

28. Waiver

No failure or delay by a party to exercise any right or remedy provided under this Framework Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

29. Entire agreement

29.1 This Framework Agreement, the schedules and the documents annexed to it or otherwise referred to in it contain the whole agreement between the parties relating to the subject matter hereof and supersedes all prior agreements, arrangements and understandings between the parties relating to that subject matter, provided that nothing in this clause 29 shall operate to exclude any liability for fraud.

29.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Framework Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Framework Agreement.

30. Notices

30.1 Any notice given to a party under or in connection with this Framework Agreement shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by email to
 - (i) the Authority: procurement.services@coventry.gov.uk;
 - (ii) the Supplier: such email address as advised by the Supplier to the Authority

with subject heading marked as "URGENT CONTRACT NOTICE"

30.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Working Day after posting; or
- (c) if sent by email on the first Working Day after the email is sent provided that any failure notice received will invalidate the service of the same.

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

31. Governing law and jurisdiction

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

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

32. Electronic execution

32.1 Each party agrees that this Framework Agreement may be signed by each party's manuscript signature or seal or alternatively by electronic signature (whatever form the electronic signature takes) and that use of an electronic signature is as conclusive of the parties intention to be bound by this Framework Agreement as if signed by each party's manuscript signature or seal.

33. Modification of contracts during their term

33.1 Any variations or modifications to the Framework Agreement shall be in compliance with the Procurement Act, the Procurement Regulations and any associated Procurement Guidance.

34. Conflict of Interest

34.1 The Supplier must take action to ensure that neither the Supplier nor the Staff or its subcontractors are placed in the position of an actual or potential Conflict of Interest.

34.2 The Supplier must promptly notify and provide details to the Authority if an actual, perceived or potential Conflict of Interest happens or is expected to happen.

34.3 The Authority will consider whether there are any reasonable steps that can be put in place to mitigate an actual, perceived or potential Conflict of Interest. If, in the reasonable opinion of the Authority, such steps do not or will not resolve an actual or potential Conflict of Interest, the Authority may terminate the Framework Agreement immediately by giving notice in writing to the Supplier where there is or may be an actual or potential Conflict of Interest and/or take such other steps as it deems necessary without prejudice to right of action or remedy. Where the Authority exercises its right to terminate this

Framework Agreement it shall be entitled to recover from the Supplier any and all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise which it suffers or incurs as a result of having to terminate this Framework Agreement.

- 34.4 The Supplier shall ensure that it has a procedure that effectively meets all relevant professional codes of practice and/or Procurement Guidance relating to Conflicts of Interest and if necessary, will make amendments to its business practices to ensure that it continues to do so throughout the Contract Term.

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

The Common Seal of **THE COUNCIL OF THE CITY OF COVENTRY** was affixed to this Deed in the presence of:-



C. N. P. S. H. G. N.
Authorised Signatory

CHIEF COUNCILOR - HAGGNER

Executed as a deed for and on behalf of the Supplier:
Director:
Signed by: <i>Muhammed Rashid</i> A96EDF56649A415...
Director/Company Secretary:
Signed by: <i>[Signature]</i> BC204A0D36F0476...
Signature of Witness (*see note below)
Address of witness

* Note: A witness to the signature of the Director is only necessary and acceptable as an alternative where the Supplier has only one director and no company secretary

Schedule 1 GOODS AND / OR SERVICES

GENERAL

1. INTRODUCTION

- 1.1. To provide a safe, comfortable and reliable transport service to take passengers to and from home, school, college, centres or other specified destination at the agreed times.
- 1.2. This procurement is predominately for the provision of taxis for home to school for Special Education Needs (SEN) children. These are children with a difficulty or disability which makes learning harder for them than for other children their age.

2. ORDERS

- 2.1. Orders will be placed by the Passenger Transport Service via the routing and scheduling system (currently Trapeze), which will include an official order number (to be quoted on all invoices). The price on the orders will either be based on the contracted mileage rate multiplied by the miles (with any agreed charges taken into consideration such as minimum charges) calculated through Trapeze or based on the result of the call for competition price where appropriate.
- 2.2. The Passenger Transport Service may specify size and type of vehicle required.
- 2.3. The orders generally will be placed for the academic year unless otherwise stated.
- 2.4. The Council will inform the provider whether an escort is required and whether the Council or the provider provides the escorts.

3. PRIOR TO JOURNEY

- 3.1. The Passenger Transport Service will be responsible for routing and scheduling (with the exception of any routes that have been awarded through the call for competition). From time-to-time passengers are discharged, new passengers are admitted, and passengers change their addresses. Individual passenger journey requirements and trip details will be shown on Trapeze generated purchase orders. No additional passengers are to be transported without agreement from the Passenger Transport Service. Where the Passenger Transport Service has routed based on the agreed mileage rates, then the Council will only pay the calculated amount based on the Trapeze generated route – there may be instances where these routes must not be deviated from for example health reasons. Drivers/Providers must not insert additional stops nor make any regular deviation from the route, other than for reasons of adverse road conditions or temporary road closures, unless prior permission is sought from the Council and approved. The Passenger Transport Service must be made aware of any deviations within 24 hours where there is a cost implication and will need to give approval for any additional costs.
- 3.2. In the case of children and vulnerable adults the Passenger Transport Service will notify the parent/carer of approximate pick-up times prior to the start of the transport arrangement and to have the child/vulnerable adult ready when the vehicle arrives. There may be instances where Providers will be required to advise parents/carers of approximate times of pick-up as and when the Council has agreed and approved that the Provider routes the journey.

4. RECORDS AND PROCESSES

- 4.1. The Provider will need to maintain a list of approved drivers/escorts that can cover for sickness absence and must notify the Council of any additions/deletions in vehicles, drivers or escorts before they undertake work. Any licences revoked/suspended must be communicated to the Passenger Transport Service immediately;
- 4.2. The Provider must carry out the necessary checks to be satisfied that the Drivers, Escorts (where sourced by the Provider) and vehicles meet the requirements within this document;

- 4.3. The Provider must ensure all Drivers and Escorts (where sourced by the Provider) are fully aware of their responsibilities within this document and Framework Agreement;
- 4.4. The Provider must, in a bound book or other approved system, enter or cause to be entered therein, before the start of each journey, the following particulars of every journey;
- Date on which the booking is made and, if different, the date of the proposed journey;
 - Time of the booking;
 - Time job was allocated to driver;
 - Time of passenger(s) pick-up (POB);
 - Name of hirer and Escort (if applicable)
 - Point of pick up and destination(s)
 - Driver's unique call sign or name;
 - Details of any subcontractor used
- 4.5. The information required in 4.4 shall be held at a business address;
- 4.6. As and when requested, Providers must produce upon request, information on the types of vehicles used during the Contract, including fleet/registration numbers/vehicle identification numbers;
- 4.7. All vehicles not registered under Coventry Taxis Licensing will be subject to further inspections at a cost to the providers;

5. DRIVERS, ESCORTS AND VEHICLES

5.1. All VEHICLES must:

- 5.1.1. have the appropriate licences and documents to meet the purpose of this Framework. Hackney Carriage and Private hire vehicles must all be licensed under the applicable legislation;
- 5.1.2. undertake further inspections, where they are not licensed through Coventry City Council to bring in line with the Council's standards. The Provider will be responsible for the costs;
- 5.1.3. be maintained to a high standard of cleanliness and roadworthiness at all times;
- 5.1.4. have appropriate insurance cover to meet legislation and the requirements of this document;
- 5.1.5. be fitted with 3-point seat belts or lap belt on all passenger seats. It is the responsibility of the driver to ensure they comply with current seat belt regulations. Providers are responsible, within reason, for the provision, purchase and maintenance of seat belt harnesses, special seats, and booster cushions as specified from time to time;
- 5.1.6. when carrying wheelchair passengers have floor tracking and three-point up and over harness(s) that comply with current legislation;
- 5.1.7. contain a communication link e.g. two-way radio, mobile phone. This is to enable in the event of a problem, help to be summoned without the driver or escort having to leave the vehicle. Use of such devices must comply with all current legislation e.g. for hand held devices park up safely, put the handbrake on and switch off the engine before making a call;
- 5.1.8. contain a serviceable fire extinguisher that meets the requirements of BS EN3 or BS 5423 (Normally 2Ltr Foam or 1Kg Powder). The extinguisher must be clearly marked with the registration number of the vehicle;
- 5.1.9. contain a serviceable first aid kit;
- 5.1.10. First aid kits to be maintained in accordance with the conditions of licence issued by each vehicle and driver's licensing authority. For those vehicles not holding a private hire or hackney carriage vehicle licence the first aid kit should remain sealed and in date and once opened should be examined yearly to ensure a 'suitable/fit for the intended purpose' first aid kit. The kit must be clearly marked with the registration number of the vehicle;

- 5.1.11. In the case of hackney carriages, must be accessible for disabled passengers and equipped with access ramps or a suitable passenger lift.

5.2. All DRIVERS must:

- 5.2.1. display their taxi licence with I.D;
- 5.2.2. be fully trained and qualified to drive the vehicle applicable to the route as well as holding the appropriate licences and documents to drive to meet the purpose of this contract. Hackney Carriage and Private hire drivers must all be licensed under the applicable legislation;
- 5.2.3. have a full UK driving licence. Any licenses with points will be assessed by the Council, who reserve the right to reject drivers on the basis of their points;
- 5.2.4. have an approved DVLA mandate form; mandate forms must be approved through their governing Taxi Licensing office;
- 5.2.5. notify the Provider and Council immediately of any road traffic offences or a suspension or revoke of any licenses;
- 5.2.6. notify the provider giving plenty of notice to source alternative arrangements if they are off sick;
- 5.2.7. ensure vehicles are kept in a clean and roadworthy condition and at a comfortable temperature for passengers with workable heaters and coolers;
- 5.2.8. be fully conversant with the route prior to undertaking the journey;
- 5.2.9. stay in the vehicle, unless there is no escort or other passengers and the passenger does need escorting to the property;
- 5.2.10. help the escort where necessary to assist Passengers in and out of the vehicle and with luggage;
- 5.2.11. ensure all passengers are seated and doors properly closed before commencing, ensuring all car seats and booster seats are securely fitted. The Driver of vehicles with wheelchair provision must have adequate training and is responsible for ensuring the wheelchair is secure with the clamps in good working order and engaged during all journeys, and for securing ramps to aid safe entry or exit from the vehicle;
- 5.2.12. know how to operate and use special equipment (i.e. harnesses/special seats/booster cushions) where Passengers have to use these;
- 5.2.13. provide a safe hand-over of children and vulnerable adults at their specified destinations unless stated otherwise by the Passenger Transport Service;
- 5.2.14. ensure childproof locks are on when transporting children and vulnerable adults;
- 5.2.15. comply with the rules of the Highway Code at all times and own company policies;
- 5.2.16. drive at a speed appropriate to the conditions and comfort of their passengers;
- 5.2.17. keep within the speed limits of 5 mph or as stated on school or Council premises;
- 5.2.18. abide by the school's rules for parking and any queuing system that may be in place, the passengers must wait in the vehicle until school staff are ready to take them;
- 5.2.19. avoid reversing wherever possible, but where it cannot be avoided then manoeuvre must be undertaken with extreme care and using any reversing aids provided on the vehicle e.g. reverse audible warning devices;
- 5.2.20. wear their badge issued by the Council or identification provided by the Provider at all times when undertaking Council contract work (self-made identification is not permitted);
- 5.2.21. be willing and make the time to undertake the necessary training requirements as specified in clause 14 of the Specification;
- 5.2.22. have met the DBS requirements as specified in clause 13 of the Specification;
- 5.2.23. wear clothing and footwear appropriate for the job, including high visibility safety clothing;
- 5.2.24. are respectable, courteous and helpful to all passengers and parents/carers and have an awareness of the various needs and problems that differing physical and sensory disabilities can create;
- 5.2.25. in the event of an accident, in conjunction with the escort (if applicable) ensure the safety of the passengers at all times;
- 5.2.26. report any accident no matter how minor to the Provider and the Council, as well as other authorities as required by law.

5.3. All ESCORTS must:

- 5.3.1. display the local authority issued I.D badge;

- 5.3.2. assist Passengers in and out of the vehicle that the Passenger is seated comfortably, with seat belts or harnesses fastened securely before the vehicle sets off; this may involve the use of specialist equipment such as harnesses. They are responsible with the driver for the assisting Passengers with any luggage or walking aids. They are to ensure order on the journey;
- 5.3.3. provide a safe hand-over of children and vulnerable adults at their specified destinations unless stated otherwise by the Passenger Transport Service, which includes escorting the child to and from the house as and when required;
- 5.3.4. where required, assist passengers in and out of the vehicle and ensure the passenger is seated comfortably and securely before the vehicle sets off. This may involve the use of specialist equipment such as harnesses. They are responsible with the driver for assisting passengers with any luggage or walking aids.
- 5.3.5. supervise and make sure passengers behave in a suitable manner on the journey;
- 5.3.6. sit in the back of the vehicle with the passengers, best placed to supervise and talk to the passengers;
- 5.3.7. wear clothing and footwear appropriate for the job including high visibility clothing, are respectable, courteous and helpful to all passengers and parents/carers and have an awareness of the various needs and problems that differing physical and sensory disabilities can create;
- 5.3.8. in the event of an accident, in conjunction with the driver ensure the safety of the passengers at all times;
- 5.3.9. be willing and make the time to undertake the necessary training requirements as specified in clause 14 of the Specification;
- 5.3.10. have met the DBS requirements as specified in clause 13 of the Specification.

5.4. DRIVERS AND ESCORTS must not:

- 5.4.1. Enter a passengers home unless in an emergency and given permission;
- 5.4.2. Give medication, in exceptional circumstance it may be agreed where there is the correct training and a risk assessment has been carried out (i.e., administration of epi pen);
- 5.4.3. Consume or be under the influence of drugs or alcohol;
- 5.4.4. Smoke - including the use of vapes and e-cigarettes - in the presence of passengers, including waiting or on School or Council premises;
- 5.4.5. Give any gifts to Passengers, including sweets, food or drink;
- 5.4.6. Leave vehicles unattended with keys in the ignition;
- 5.4.7. Leave passengers unsupervised in the vehicle;
- 5.4.8. Allow passengers to travel in the front seats of vehicles;
- 5.4.9. Allow passengers to consume food and drinks whilst in the vehicle;
- 5.4.10. Discuss topics inappropriate for children and vulnerable adults;
- 5.4.11. Breach passenger confidentially by disclosing or share with anyone else personal information about passengers and their families – refer to safeguarding for exceptions to this;
- 5.4.12. Use mobile phones while driving in line with legislation e.g. for handheld devices drivers must park up safely, put the handbrake on and switch off the engine before making a call;
- 5.4.13. Cause any inconvenience or cause any offence to any Officer or Officers of the Council.

6. PICK-UPS/DROP-OFFS

- 6.1. Passengers must be picked-up and dropped-off within the allotted times and at the agreed destinations as specified by the Council, ideally arriving at school in sufficient time. Children and vulnerable adults must be handed to a responsible adult unless stated otherwise by the Passenger Transport Service. Allotted waiting time is 5 minutes.
- 6.2. Where the Passenger Transport Service has allocated an escort, these must be picked-up (before the child is picked up) and dropped-off (after the child has been dropped-off) at the location instructed by the Passenger Transport Service.
- 6.3. The general advice is that parents/carers should be escorting children and vulnerable adults to and from the vehicle, however, there may be situations where the escort or if not escort on the route then the driver (where there are no other passengers) will be required to do this,

- 6.4. Drivers to stay in the vehicle when picking-up/dropping-off passengers unless they are dropping-off and unable to park near to the house and there is no escort and no additional passengers, then the driver should escort to the house.
- 6.5. When Escorts employed by the Council are used on the contract, the Provider must ensure that the Escort is collected from the agreed location and returned to that location after the journey. The Council will not pay the Provider for taking escorts to any locations other than that agreed. Escorts provided by the Provider is to report any bad behaviour, fighting or swearing to the provider, who shall report to the Passenger Transport Service within 2 working days.
- 6.6. Pick-ups/drop-offs should only be made where the driver has been instructed to do so by either the Passenger Transport Service or the appropriate ordering section. It is not the responsibility for the Provider/Driver to make journeys without the order placers instructions. If Providers/Drivers are approached directly by the schools/parents/carers then these need to be redirected to the SEN Access Co-ordinator where the journey relates to children or the initiating service contact (if not a SEN passenger).
- 6.7. Where an escort is allocated by the Council drivers must also ensure the escort is picked up/dropped off where agreed by the Passenger Transport Service. The Driver must not undertake the journey without the escort and Driver/Provider must contact the Passenger Transport Service immediately of any issues.
- 6.8. Change of addresses should be communicated by either the Passenger Transport Service or the SEN Access Co-ordinator. If the Provider, Driver or Escort is requested to pick-up/drop-off from a different address by anyone other than the Passenger Transport Service or SEN Access Co-ordinator this must be reported to the SEN Access Co-ordinator to obtain approval.
- 6.9. Drivers to pick-up and drop-off passengers at points that are safe, both for the vehicle to stop, and for each passenger, bearing in mind the needs of other road users. This is particularly important when children and vulnerable adults when alighting from the vehicle, and drivers should do everything possible to ensure that children and vulnerable adults alight onto the pavement side and do not cross the road immediately in front of, or behind, the vehicle.
- 6.10. Parents/carers are required to bring and collect their child from the vehicle. If this is not happening the Passenger Transport Service need to be made aware.
- 6.11. Ensure passengers and parents/carers have moved away from the vehicle before driving off.
- 6.12. On rare occasions there may be one-off requests by the Passenger Transport Service to make a change to the normal arrangement.

7. THE JOURNEY

- 7.1. Drivers and Escorts in the utmost care and skill owe a duty of care to passengers to provide a safe, comfortable and stress-free journey.
- 7.2. Drivers must ensure all passengers are seated and have seatbelts/wheelchair straps securely fastened before commencing the journey. The driver must ensure that all doors are properly closed, and childproof locks are on when transporting children and vulnerable adults.
- 7.3. Drivers and Escorts must avoid unnecessary physical contact with the Passengers and not under any circumstances leave any Passengers unattended.
- 7.4. Drivers must ensure no passengers, including escorts, are seated in the front seats of the vehicles.
- 7.5. Escorts must sit in the back with passengers, best placed to supervise and talk to the passengers.
- 7.6. Drivers and Escorts must communicate clearly and appropriately with the Passengers being transported.

- 7.7. No other passengers (including escorts), other than those specified by the Passenger Transport Service or SEN to be transported.
- 7.8. Passengers must not be allowed to enter or leave the vehicle at any point other than their appropriate pick-up and drop-off point or whilst the vehicle is in motion, unless there is an emergency situation. Passengers must remain seated throughout the journey with their seat belts on at all times, until the vehicle has come to a stop.
- 7.9. The DfE guidelines state that journey times for primary aged passengers should not exceed 45 minutes and for secondary aged passengers should not exceed 75 minutes within the city boundaries. If the route is likely to take more than this, this needs to be approved by the Passenger Transport Service.
- 7.10. It would be preferred that where possible the same Driver and Escort is used for consistency on a set route to ensure continuity for the child, as changes can have an impact on the child's behaviour. Any change of personnel must be notified to the Passenger Transport Service in accordance with 8.4.
- 7.11. Providers/drivers should note that for scheduled routes, not only may passengers alter from time to time but that also that no guarantees are given that providers/drivers will keep the same routes for the duration of the contract.
- 7.12. The Council determines which passengers travel on vehicles whilst undertaking Council contract work except where a call for competition is carried out and the Council has given a list of passengers but not specified the number of vehicles, however in these circumstances there may still be restrictions that need to be adhered to. Where the provider does have concerns, this needs to be raised with the Passenger Transport Service.

8. CANCELLATIONS

- 8.1. BY PARENT/CARER - CHILD NOT ATTENDING SCHOOL
 - 8.1.1. The parent/carer is advised to contact the Passenger Transport Service as early as possible (24-hour answering machine available) as well as contacting the school. The Passenger Transport Service will notify the provider.
- 8.2. BY COUNCIL – SITE CLOSURE
 - 8.2.1. If, for any reason, the Council decide that a site will be closed on any day e.g. teacher training day, the Provider will be notified in writing a week in advance minimum and no payment will be made for that day or number of days.
 - 8.2.2. For last-minute closures, prior to commencement of journey, such as adverse weather conditions e.g., snow then the Passenger Transport Service will notify as soon as possible and no charge will be made by the Provider.
- 8.3. CANCELLATION – BY THE PASSENGER TRANSPORT SERVICE
 - 8.3.1. If a one-off journey or route is cancelled the Passenger Transport Service will look to provide as much notice as possible.
- 8.4. CANCELLATION – BY THE PROVIDER/DRIVER
 - 8.4.1. If a one-off then to provide a replacement (who has been cleared by the Passenger Transport Service) and notify the Passenger Transport Service if there is no cover then the Passenger Transport Service must be notified with as much notice as possible (ideally 24 hours), who will endeavour to arrange for cover.

- 8.4.2. If a Provider/Driver persistently cancels a route or a number of routes then the Passenger Transport Service reserve the right to remove the route(s) from the Provider and/or Driver with immediate effect.

9. DEFECTS, COMPLAINTS AND ISSUES

9.1. GENERAL COMPLAINTS

- 9.1.1. General complaints can come from a number of avenues including parents/carers and the school, which can be by telephone, email or in writing. Any complaints directly with the provider must be logged, acknowledged and actioned within 10 working days. The Passenger Transport Service, SEN or Procurement may request a copy of these at any point.

9.2. PASSENGER – NO SHOW/REACHING WAITING TIME LIMIT

- 9.2.1. Drivers to wait for the time stipulated in the specification (5 minutes) and if close to next pickup/drop-off point/school then continue with the route and go back to the missed address. If this is not practical, then the Passenger Transport Service to be notified (or school if a whole school is allocated) immediately before driving off to be given instructions. School to be advised when arrive at school.

9.3. PASSENGER – CANCEL AT DOOR

- 9.3.1. Drivers to notify the Passenger Transport Service and inform the school on arrival.

9.4. PASSENGER – DRIVER MISSED PICKUP

- 9.4.1. If close to drop off destination drivers to drop all passengers and return to missing pickup address immediately at no extra cost
- 9.4.2. If not close to destination point to go immediately to missed passenger address.

9.5. NO-ONE HOME WHEN CHILD DROPPED OFF AFTER SCHOOL

- 9.5.1. The driver to contact the Passenger Transport Service immediately and continue with the route if there are other passengers and they are within close proximity otherwise wait for further instructions from the Passenger Transport Service. The Passenger Transport Service will attempt to contact the parent/carer and give instructions where to take the child.
- 9.5.2. If the driver is instructed to take the child to an alternative location, then the driver must leave a note at the home address informing the parent/carer of the location taken to with the contact details and may invoice for any additional mileage if agreed by the Passenger Transport Service prior to invoicing. It will be the parent/carers responsibility to collect the child from this location.

9.6. INCONSISTENCY WITH REGULAR DRIVERS/ESCORTS

- 9.6.1. Where the driver/escort is changed frequently and is causing distress to the passenger the Council reserves the right to remove the journey from the Provider.

9.7. BEHAVIOURAL ISSUES

- 9.7.1. Drivers/Escorts shall be aware that the majority of passengers will require transport due to having special educational needs, which can include behavioural difficulties.
- 9.7.2. All incidences e.g. misbehaviour, must be reported to the Passenger Transport Service who will deal with the matter and take the appropriate action. If the action of the

passenger is of a serious nature or is persistently occurring, the question of imposing a ban will be considered by the appropriate officer within the Council.

9.7.3. Under no circumstances are drivers allowed to remove a passenger from a vehicle other than at the agreed destination, as this action could result in a passenger being put at risk.

9.7.4. Where behaviour is endangering other passengers and the vehicle is nearer to the school rather than home then the passenger can be returned to the school for parent/carer to collect and the Passenger Transport Service contacted.

9.8. COMPLAINTS REGARDING DRIVERS/ESCORTS

9.8.1. Where complaints/allegations are made against a driver/escort then Provider must report immediately to the Passenger Transport Service followed up by a written report of the incident. The Passenger Transport Service will instruct on the action to be taken.

9.9. MEDICAL EMERGENCY

9.9.1. The driver to stop the vehicle and radio for help or dial 999 or 112. If close to a hospital or medical centre the driver may drive straight there and seek help. The Passenger Transport Service needs to be notified immediately so they can contact the Parent/carer.

9.9.2. Escorts to only give First Aid if qualified.

9.10. MAJOR ACCIDENTS

9.10.1. The Driver/Provider to shall notify the emergency service and the Passenger Transport Service immediately of any accident, involving injury to person(s) or damage to property, whilst undertaking Council contract work. A written report to be submitted to the Council within 1 working day.

9.10.2. All Providers should have a safety policy in place to ensure drivers are aware of the procedure they should follow in the event of an accident, regarding the reporting of such an incident.

9.11. MINOR ACCIDENTS/INCIDENTS

9.11.1. On arrival at the destination the Head teacher or a Senior Member of Staff should be made aware immediately. If on the return journey the child sustains a minor injury the Parent/Carer should be made aware when dropping off the child and the school advised the following morning when dropping off, so that they can be observed. The Driver must inform the Provider and the Council must be advised as soon as possible (which can be verbally) but backed up in writing of the accident within 2 working days.

9.11.2. Any persistent cases of damage or behavioural problems of passengers should be reported to the Passenger Transport Service.

9.12. FAILURE IN LICENCE REQUIREMENTS

9.12.1. Providers on the Framework must have the appropriate documents including licences, MOT certificates, insurance etc. for all vehicles and drivers used for this contract. The provider must remove any driver/vehicle immediately from undertaking contract work that does not have the correct licensing or has had their licence revoked/suspended or where the MOT is failed until this is resolved. The Council should be made aware of this.

9.13. LATENESS/UNABLE TO MEET AGREED TIMES BY PROVIDER

9.13.1. **It is important to understand that, if a driver is late, it can and does have a profound impact on users of the service.** Any reason for not being able to meet the agreed time must be communicated to the Passenger Transport Service as soon as possible where running late otherwise at least 1 hour before pick-up due. If a provider fails to turn up without any notification this will be logged by the Passenger Transport Service and the provider will be required to provide an explanation in writing. The Council may charge the provider for any additional costs they have incurred by making alternative arrangements.

9.13.2. Where a route is persistently late the Provider shall liaise with the Passenger Transport Service about how this will be rectified. Failure to rectify will lead to the Council offering the route to an alternate provider.

9.14. VEHICLE BREAKDOWNS/STAFFING ISSUES

9.14.1. In the event of a vehicle breakdown, staff shortage or other circumstances preventing the use of their own vehicle, staff or other resources, the Provider shall make alternative arrangements at their own cost to ensure the continuation of the service to be performed under this contract with minimum delay. In these circumstances, alternative vehicles, staff and resources used must conform to the requirements of the Framework (within this document or any subsequent changes). The Passenger Transport Service must be advised immediately of any delays or difficulties and must state what arrangements have been made to rectify the situation.

9.15. SAFETY OF ROUTE/PICK-UP/DROP-OFF POINTS

9.15.1. If a Driver/Provider is concerned about the safety of a particular part of the route, or of a pick-up or drop-off point, this must be brought to the attention of the Passenger Transport Service via the provider immediately. Where arrangements exist at the school/centre for the organised loading/unloading of vehicles, providers must ensure that these arrangements are adhered to at all times, in the interests of health and safety.

10. INVOICING AND CHARGES

10.1. INVOICING

10.1.1. Invoices are required to be submitted in arrears on a monthly basis electronically/by email.

10.1.2. Invoices must be submitted within 30 days of the journey.

10.1.3. Invoices to include:

- Provider's name and address;
- Purchase order number and route number(s);
- Dates of Journeys and number of days;
- Mileage;
- Escort charges (if applicable)
- Destination;
- Any agreed variations;
- Total invoice value.

10.1.4. Coventry City Council operates a 'No PO: No PAY' policy. Therefore, all invoices require a Purchase Order (PO number) and must be emailed to taxis@coventry.gov.uk for validation and in order to receive payment. Any invoice received without a valid PO number may result in a delay in payment as it will be returned to the supplier unpaid. For full details, please see Coventry City Council's Guide to the Payment of Supplier Invoices at: http://www.coventry.gov.uk/downloads/file/13349/prompt_payment_code

10.2. CHARGES FOR DEVIATIONS

10.2.1. The Passenger Transport Service must be made aware of any deviations, if there is a cost implication to the Council, due to adverse road conditions or temporary road closures within 24 hours of the journey in order for them to be considered and prior to invoicing. Agreement must be in writing.

10.2.2. All variations, to passenger journey and/or trip details shown on the purchase order will be notified to the Passenger Transport Service immediately or within 24 hours of the journey, to allow any variations to purchase order value to be considered by the Passenger Transport Service and where necessary agreed for payment.

10.3. CHARGES FOR ADDITIONAL ESCORT CHARGES DUE TO OVERTIME

10.3.1. Any adjustments to escort charges for overtime must be agreed by the Passenger Transport Service in advance of submitting any invoices.

11. VARIATIONS

11.1. VARIATIONS TO ROUTES

11.1.1. The Council reserves the right to review and merge routes to achieve value for money, which may result in a reduction/loss of routes.

11.1.2. The Provider/Driver must not move passengers onto different routes without the approval from the Passenger Transport Service.

11.2. VARIATIONS TO PASSENGER NUMBERS

11.2.1. The Provider will ensure they have enough vehicles and resources to allow for any increases in passengers or emergencies that may arise.

11.3. VARIATIONS TO COSTS

11.3.1. Mileage rates and any other fees are to be held for the term of the contract.

11.4. SOLE USE OF VEHICLES

11.4.1. Any vehicle provided is to be for the sole use of the Council during the period it is in use for the purpose of the contract.

12. RESPONSIBILITIES

12.1. ESCORTS ONLY

12.1.1. If an Escort provided by the provider phones in sick, this must be reported to The Passenger Transport Service at the earliest point, but not less than 1 hour prior to time of first pick-up and where feasible provide a suitable alternative.

13. DBS

13.1. On award of contract all Drivers and Escorts used in connection with this contract, which have not been DBS cleared through Coventry Taxi Licensing, will be required to complete a satisfactory Enhanced Criminal Records Bureau Disclosure and Barring Service (DBS) check. The Applicant must declare all convictions and cautions even if they are spent under the Rehabilitation of Offenders Act 1974. The Provider must ensure the drivers have an enhanced DBS (that must be approved by the Council before the driver or escort can carry out any work on behalf of the Council). Checks are required every 3 years on all drivers and escorts at the expense of the Provider. The Contractor cannot use any drivers or escorts in connection with this contract until authorised to do so by the Council following receipt of a satisfactory Enhanced DBS check.

14. TRAINING

- 14.1. Drivers and Escorts must have adequate skills/experience and will be expected to attend and complete training including:
- Safeguarding/child sexual exploitation
 - Disability awareness
 - Health & safety
 - Wheelchair training (hackney carriages)
 - Specific training as and when required, such as managing challenging behaviours or understanding how to work with SEN children and young people.
- 14.2. Training will be as directed by the Council and at the Provider's expense. The Provider shall provide evidence to the Council if requested to do so that such training has been completed.
- 14.3. Where drivers have undertaken safeguarding/child sexual exploitation for a different authority the Council may require additional training. However, as a minimum this training must have covered:
- Forms of abuse
 - Warning signs
 - Reporting procedures.
- 14.4. There may also be occasions when schools require drivers/escorts to attend specific training at the school to understand the needs of specific children such as autism. These have previously been provided free of charge at the school but may be chargeable in the future. The provider will be required to cover any costs such as driver/escort time.

15. SAFEGUARDING

- 15.1. The Provider will be provided in the strictest confidence, a list of the home addresses of the passengers subject to each scheduled route or purchase orders as issued by the Passenger Transport Service. This list will also be subject to alteration from time to time.
- 15.2. Safeguarding children and vulnerable adults and protecting them from harm is everyone's responsibility.
- 15.3. Providers must ensure that all drivers and escorts have undertaken safeguarding training on annual basis and provide the Passenger Transport Service with demonstrable evidence of completion presented to the Passenger Transport Service as requested.
- 15.4. All drivers and escorts must have undertaken safeguarding training and be aware of the different forms of abuse, the indicators of risk and when and who to report to.
- 15.5. The Provider will report all safeguarding issues to the Passenger Transport Service and the Local Authority Designated Officer (LADO).
- 15.6. The temporary care of other people's children and vulnerable adults is a considerable responsibility and driver and escorts may have to deal with a number of situations in which children and vulnerable adults are upset, distressed or in need of a responsible adult to assist them. While children and vulnerable adults are under their supervision, they must be aware of the following:
- 15.6.1. Is aware of a child who has any kind of injury or who appears distressed by anything which has happened at home, drivers/escorts advise the Passenger Transport Service who will then be responsible for advising the appropriate social worker. With regard to adults with a learning disability who appear injured or unusually distressed then the Community Learning Disability Team must be contacted;
- 15.6.2. If the driver and/or the escort is aware of a child who has any kind of injury or who appears distressed by anything which has happened at home, drivers/escorts to advise the Passenger Transport Service who will then be responsible for advising the appropriate social worker. With regard to adults with a learning disability who appear

injured or unusually distressed then the Community Learning Disability Team must be contacted;

- 15.6.3. Drivers and escorts are not to get over-involved with the child/vulnerable adult concerned beyond being courteous friendly and supportive;
 - 15.6.4. At all times drivers and escorts must be aware of anything in their own behaviour which may be misinterpreted as inappropriate. It is only acceptable to touch a child/vulnerable adult in order to keep them safe, but drivers/escorts must be very careful that their behaviour is not misunderstood as this could result in an investigation;
 - 15.6.5. Drivers and escorts must avoid physical contact with children and vulnerable adults. The only time it is appropriate to use any kind of physical force with a child vulnerable adult is to prevent the child /vulnerable adult from doing something that endangers themselves or others or might prevent serious damage to property. The Passenger Transport Service must be informed immediately of all instances and will be responsible for contacting the appropriate social worker. The Council will ensure Parents are informed immediately of any incident and a written record log and statements recorded;
 - 15.6.6. It is NEVER appropriate for a driver or escort to touch a child/vulnerable adult in intimate areas of their body, or to use any kind of physical action, which is designed to cause them pain. This will be considered as a physical assault;
 - 15.6.7. If you see any other adult behaving inappropriately towards a child/vulnerable adult, you must share that information in confidence either with your employer (who needs to report to the Passenger Transport Service), the child's parent or with the designated teacher at the child's school, Community Learning Disability Team, Travel Bureau or Police as appropriate in line with the Safeguarding Training. Doing nothing that may place other children and vulnerable adults at risk from other inappropriate behaviour, which would constitute neglect and would be a dereliction of duty.
- 15.7. At all times conduct yourself, as a responsible parent would do. If action is needed to protect or assist a child, do not just assume that someone else will report it. If the driver or escort is unsure about anything that they have seen or heard, or have any concerns whatsoever, then please advise an appropriate person within The Passenger Transport Service.

Schedule 2 GOODS AND / OR SERVICES AWARD CRITERIA

Part 1 Goods and/ or Services Award Criteria for the Tender and for reopening of the Open Framework

Award Criteria	Sub-Criteria	Weighting
Conditions of Participation		Pass / Fail
Financial Criteria		50.00%
Pricing Schedule	Mileage Rate	45.00%
Pricing Schedule	Escort Hourly Rate	5.00%
Quality Criteria		50.00%
5.1	Compliance	20.00%
5.2	Safeguarding	15.00%
5.3	Health & Safety	15.00%
	TOTAL	100.00%

Part 2 Goods and/ or Services Award Criteria (mini competition)

Where an escort is required

Award Criteria	Sub-Criteria	Weighting
Financial Criteria		100.00%
Pricing Schedule	Mileage Rate	90.00%
Pricing Schedule	Escort Hourly Rate	10.00%
	TOTAL	100.00%

Where no escort is required

Award Criteria	Sub-Criteria	Weighting
Financial Criteria		100.00%
Pricing Schedule	Mileage Rate	100.00%
	TOTAL	100.00%

Schedule 3 PRICING MATRICES

Price per mile per vehicle: \$ [REDACTED]

Escort hourly rate: \$ [REDACTED]

Please refer to Clause 6 of the Framework Terms regarding Pricing for Goods and/or Services.

Schedule 4 ORDER FORM

Framework Agreement dated [] between the Authority and the Supplier (the "Framework Agreement")

FROM

Authority:	The Council of the City of Coventry
Order number:	
Order date:	

TO

Supplier:	
For the attention of:	
Address:	
1. GOODS AND/ OR SERVICES REQUIREMENTS	
(1.1) Goods and/ or Services required: Transportation of passengers in accordance with the Final Specification specified at schedule 1 of the Framework Agreement [and noting the following further requirements: (a) (e.g medical info such as wheelchair user or Oxygen tank, specific vehicle info – we will occasionally request a VITO or similar) (b)]	
(1.2) Details of driver and escort (a) Driver name: (b) Driver badge number/ registration number: (c) Escort name	
(1.3) Price payable by the Authority: (a) Transportation price per mile per vehicle: (b) Escort price per mile per vehicle:	
(1.4) Commencement Date and Expiry Date of Goods and/ or Services to be provided (a) Commencement Date: (b) Expiry Date:	
(1.5) Passenger(s) address for pickup and drop-off: (a) (b)	

(1.6) Passenger(s) to be transported from the passenger(s) address to the following destination:	
(a)	
(b)	
(1.7) Dates and times of travel:	
(a) Transportation to destination: [] / Return transportation to passenger address []	
(b)	
(1.8) Estimated mileage per Trapeze:	
[]	
(1.5) invoicing arrangements:	
2 MINI-COMPETITION ORDER: ADDITIONAL REQUIREMENTS	
(2.1) Supplemental requirements in addition to Call-off Terms and Conditions:	

BY SIGNING AND RETURNING THIS ORDER FORM THE SERVICE PROVIDER AGREES to enter a legally binding contract with the Authority to provide to the Authority the Goods and/ or Services specified in this Order Form (together with, where completed and applicable, the mini-competition order (additional requirements) set out in section 2 of this Order Form) incorporating the rights and obligations in the Call-off Terms and Conditions set out in the Framework Agreement entered into by the Supplier and the Authority on [DATE].

For and on behalf of the Supplier:

Name and title	
Signature	
Date	

For and on behalf of the Authority:

Name and title	
Signature	
Date	

Schedule 5 CALL OFF TERMS AND CONDITIONS

1. GENERAL PROVISIONS

The following terms shall have the following meanings:

1.1 Definitions

"Administering Authority" means Wolverhampton City Council in its role as administering authority of the Pension Fund in the Local Government Pension Scheme.

"Admission Agreement" means the contract which provides for admitted body status in respect of the relevant LGPS.

"Admitted Body" means an organisation that fulfils the criteria in Schedule 2 of the Local Government Pension Scheme Regulations 2013 and has been admitted to the Local Government Pension Scheme.

"Advanced Payment" means any payment made by the Council to the Contractor prior to delivery of the Goods and/ or Services.

"Approval" and "Approved" means the written consent of the Council.

"Business Continuity Plan" means as set out at clause 14.1 of these terms and conditions.

"Anti-Slavery Policy" means the Council's modern slavery statement set out at https://www.coventry.gov.uk/downloads/file/31013/modern_slavery_and_human_trafficking_statement_2019-20 as amended from time to time.

"Code of Practice" means the health and safety Contractor guidance contained at the following Council website: https://www.coventry.gov.uk/info/379/occupational_health_safety_and_wellbeing_service as amended from time to time.

"Commencement Date" means the date of this Contract.

"Confidential Information" means all information designated as such by either Party in writing and all other information which relates to the business, affairs, properties, assets, trading practices, goods, services, developments, trade secrets, know-how, personnel, customers and suppliers of either Party which may reasonably be regarded as the confidential information of the disclosing Party.

"Conflict of Interest" means a direct or indirect conflict between the financial, professional or personal interests of the Contractor or the Staff and the duties owed to the Council under the Contract, in the reasonable opinion of the Council;

"Consistent Failure" as defined in Appendix 1 to this Schedule 5.

"Contract" means the written agreement between the Customer and the Supplier consisting of the Order and these clauses.

"Contract Price" means the price exclusive of any applicable Tax, payable to the Contractor by the Council under the Contract, as set out in the Order.

"Contract Term" means the period of the Initial Term as may be varied by the earlier termination of this Contract in accordance with these terms and conditions.

"Contractor" means the person or personnel, firm or company, with whom the Council enters into this Contract.

"Contractor's Representative" means the individual authorised, including their sub-contractor or any agent, to act on behalf of the Contractor for the purposes of the Contract.

"Contractor's Scheme" means a scheme which has been actuarially assessed as being comparable to the LGPS scheme.

"Council" means The Council of the City of Coventry.

"Council Property" means any property, other than real property, issued or made available to the Contractor in connection with the Contract.

"Eligible Employees" means the Relevant Employees who are active members of (or are eligible to join) the LGPS on the date of a Relevant Transfer including the Service Transfer Date, or any other individuals nominated by the Contractor or its sub-contractor (as appropriate) and who either remained members of the LGPS or who joined the Contractor's Scheme from the Service Transfer Date.

"Employee Liability Information" means the information that the Contractor is obliged to notify the Council and/or Replacement Contractor under TUPE.

"Equipment" means the Contractor's equipment, plant, materials, etc used in the performance of its obligations under the Contract.

"Extension Period" means as set out at clause 4.1 of these terms and conditions.

"Final Specification" means the specification of the Goods and/or Services and Related Works as specified in Schedule 1 of the Framework Agreement and as otherwise stated in the Order Form.

"Final Staff List" means the list of the Contractor's and/or any sub-contractor's personnel engaged in, or wholly or mainly assigned to, the provision of the Services or any part of the Services at the Service Transfer Date.

"Framework Agreement" means the framework agreement referenced in the Order entered into between the Council and the Contractor.

"Goods" means any such goods and Related Works, as are to be provided by the Contractor (or by the Contractor's sub-contractor) under the Contract as specified in the Order.

"Goods and/or Services" means the Goods and/ or Services and Related Works, as are to be provided by the Contractor (or by the Contractor's sub-contractor) under the Contract as specified in the Order.

"Initial Term" means the period commencing on the Commencement Date and continuing until the expiry date set out in the Order.

"Intellectual Property Rights" means patents, registered designs, trademarks and service marks (whether registered or not), domain names, copyright, design right, trade secrets and all similar property rights including those subsisting in any part of the world in inventions, computer programmes, semiconductor topographies, confidential information, and in applications for protection of any of the above rights.

"Key Performance Indicators" means those indicators of contract performance specified in Appendix 1 to this Schedule 5.

"LGPS" means the Local Government Pension Scheme.

"Management Information" means the information to be provided by the Contractor to the Council specified in Schedule 7 of the Framework Agreement.

"Order" means the order placed by the Council using the Order Form to the Contractor in accordance with the terms of the Framework Agreement, which sets out the description of the Goods and/ or Services to be provided pursuant to the Framework Agreement.

"Order Form" means the document used to place an Order in the form set out and annexed at Schedule 4 of the Framework Agreement.

"Party" means a party to this Contract and "Parties" shall be construed accordingly.

"Premises" means the location where the Goods are to be delivered and/or the Services are to be performed, as specified in the Contract.

"Pension Fund" means the West Midlands Pension Fund.

"Prevent Duty" means the obligations and duties imposed by the Counter Terrorism and Security Act 2015.

"Provisional Staff List" means the list prepared and updated by the Contractor of all of the Contractor's and/or any sub-contractor's personnel engaged in, or wholly or mainly assigned to the provision of the Services or any part of the Services at the date of the preparation of the list.

"Related Works" means any installation, commissioning, maintenance or service related to the purchase of Goods and/ or Services under the Contract.

"Relevant Employees" means those employees whose contracts of employment transfer with effect from the Service Transfer Date to the Council or a Replacement Contractor by virtue of the application of TUPE.

"Relevant Transfer" means a relevant transfer for the purposes of TUPE.

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

"Replacement Contractor" means any third-party supplier of Replacement Services appointed by the Council from time to time.

"Request for Information" means a request for information or an apparent request under the Freedom of Information Act 2000 or The Environmental Information Regulations 2004.

"Services" means any such services and Related Works, as are to be provided by the Contractor (or by the Contractor's sub-contractor) under the Contract as specified in the Order Form.

"Service Transfer Date" means the date on which the Service Transfer takes place.

"Staff" means all persons employed by the Contractor to perform the Contract together with the Contractor's employees, agents and sub-contractors used in the performance of the Contract.

"Staff Vetting Procedures" means vetting procedures that accord with good industry practice or, where requested by the Council, the Council's procedures for the vetting of personnel as provided to the Contractor from time to time.

"Staffing Information" means in relation to all persons detailed on the Provisional Staff List, in an anonymised format, such information as the Council may reasonably request including the Employee Liability Information and details of whether the Contractor's personnel are employees, workers, self-employed, contractors or consultants, agency workers or otherwise and the amount of time spent on the provision of the Services.

"Tax" means value added tax, customs duties and any other taxes or duties.

"Transparency Information" means:

- a) any information which is published in accordance with guidance issued by His Majesty's Government, from time to time;
- b) any information or notices, permitted or required to be published by the Procurement Act 2023, the Procurement Regulations 2024 or any other Regulations published under it, and any PPNs (as applicable), subject to any exemptions set out in sections 94 and 99 of the Procurement Act 2023, which shall be determined by the Council, taking into consideration any information which is Confidential Information; and
- c) any information about the Contract, including the content of the Contract, and any changes to this Contract agreed from time to time, as well as any information relating to the Goods and/or Services and performance pursuant to the Contract required to be disclosed under FOIA or the Environmental

Information Regulations 2004, subject to any exemptions, which shall be determined by the Council, taking into consideration any information which is Confidential Information;

"TUPE" means the Transfer of Undertakings (Protection of Employment) Regulations 2006.

"Variation Notice" means the document appended and marked as Schedule 1 to this Contract.

"Working Day" means any day other than Saturday, Sunday or a Bank Holiday.

1.2 Interpretation

1.2.1 Headings contained in this Contract are for reference purposes only and should not be incorporated into the Contract and shall not be deemed to be any indication of the meaning of the clauses to which they relate.

1.2.2 Reference to any statute or statutory provision includes a reference to:

a) that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated and

b) all statutory instruments or orders made pursuant to it.

1.2.3 Words denoting the singular number only shall include the plural and vice versa. Words denoting any gender include all genders and words denoting persons shall include firms and corporations and vice versa.

1.2.4 In the event of any conflict between the clauses of the Contract and any document referred to in those clauses, the conflict shall be resolved in accordance with the following order of precedence:

a) the clauses of the Contract;

b) the Order;

c) the terms of the Framework Agreement.

2. Terms of appointment

2.1 The Council appoints the Contractor to provide the Goods and/or Services and Related Works (for the Contract Term where specified in the Order) in return for the payments to the Contractor in accordance with the Order. The Contract does not confer any exclusivity upon the Contractor and will not warrant or guarantee any level of business and the Council reserves the right to use other contractors/service providers at its discretion.

3. Contract Term

3.1 The Contract shall take effect on the Commencement Date and shall continue for the Contract Term unless it is terminated in accordance with these terms and conditions, or otherwise lawfully terminated or extended under the Contract.

4. Contract extension

4.1 Subject to satisfactory performance by the Contractor during the Initial Term, the Council may wish to extend the Contract for a further period or periods set out in the Order (each such extension together with any such extensions being the "Extension Period"). If the Council wishes to extend this Contract, it shall give the Contractor written notice of such intention before the expiry of the Initial Term or Extension Period.

4.2 In the event that the Council wishes to extend the Contract Term pursuant to this clause 4 and the fees payable for the Extension Period are not set out in the Order Form, the Parties will enter into good faith

negotiations (for a period of not more than 30 Working Days unless otherwise agreed by the Council) in the period prior to the expiry of the Contract Term, to agree a variation in the Contract Price.

- 4.3 If the Parties are unable to agree a variation in the Contract Price the Contract shall terminate at the end of the Contract Term and the provisions of clause 13 shall apply.
- 4.4 If a variation in the Contract Price is agreed between the Council and the Contractor, the revised Contract Price will take effect from the first day of any Extension Period and shall apply during such Extension Period.
- 4.5 Unless otherwise set out in the Order, any increase in the Contract Price shall not exceed the percentage change in the Office of National Statistics' Consumer Prices Index (CPI) (or another such index specified in the Order) between the Commencement Date and the date 6 months before the end of the Initial Term.
- 4.6 Acceptance of any price variation is at the discretion of the Council.

5.1 Goods and Services

- 5.1.1 The Contractor shall not alter or substitute any of the Goods and/ or Services unless Approved in writing by the Council.
- 5.1.2 In the event of any variation of the Final Specification in accordance with clauses 5.2.1 and/or 5.3.1 which would occasion an amendment to the Contract Price, such amendment to the Contract Price shall be calculated by the Contractor and submitted in writing to the Council for consideration and shall be such amount as properly and fairly reflects the nature and extent of the variation in all the circumstances.

5.2 Goods

- 5.2.1 The Council shall have the right from time to time by the issuing of the Variation Notice to change the Final Specification, add to or omit, or otherwise vary the Goods. Any price variation shall be subject to the provisions contained in clause 5.1.2.

5.3 Services

- 5.3.1 The Council shall have the right from time to time by the issuing of the Variation Notice to change the Final Specification, add to or omit, or otherwise vary the Services. Any price variation shall be subject to the provisions in clause 5.1.2.

6. CONTRACT PRICE AND PAYMENTS

6.1 Contract Price

- 6.1.1 In consideration of the Contractor fulfilling its obligations under the Contract the Council will pay the Contractor the Contract Price. Unless otherwise agreed in writing by the Council, the Contract Price shall include every cost and expense of the Contractor directly or indirectly incurred in connection with the performance of the Goods and/ or Services, including but not limited to the costs of packaging, insurance, delivery, unloading, stacking and carriage and staff expenses.

6.2 Payment

- 6.2.1 The Contractor shall invoice the Council as specified in the Order. Payment to the Contractor will only be made on receipt of a valid invoice quoting the Council's purchase order number and any other relevant details including the minimum required information set out in Section 68(9) or 88(7) (as applicable) of the Procurement Act 2023. The invoice shall correctly state at least the price and separately any value added tax, any costs associated with the delivery of or execution of an Order, the quantity and/or dimensions and description of the Goods and/ or Services. Invoices submitted without

a valid purchase order number and/ or dated with a date in the future will be returned to the Contractor unpaid.

6.2.2 When invoicing the Council, the Contractor must:

a) Follow the Council's Guide to the payment of contractor's invoices available via the link: http://www.coventry.gov.uk/downloads/file/13349/prompt_payment_code;

b) Either (1) sign up for electronic invoicing (whereby invoices are submitted via electronic data interchange (EDI)) by following the guidance contained in the web address at clause 6.2.3 (a) or (2) send invoices to the Council by way of email; and

c) Where invoices are submitted by way of email, the Contractor must adhere to the following instructions:

i. Attach invoices as a pdf to an email and email to Accounts Payable at apadmin@coventry.gov.uk;

ii. Ensure that each pdf only contains one invoice although emails may contain multiple pdfs as attachments; and

iii. Ensure that information supporting the invoice, for example timesheets, are either sent on the same pdf as the invoice or attached as a separate pdf on the same email.

6.2.3 The Council shall accept and process for payment any electronic invoice submitted by the Contractor provided that it is undisputed and in a form that complies with the standard for electronic invoicing approved and issued by the British Institution in the documents numbered BS EN 16931-2017 (Electronic Invoicing- Part 1 : Semantic data model of the core elements of an electronic invoice (and uses any related syntaxes). For the purposes of this clause 6.2 an **"electronic invoice"** means an invoice which is issued, transmitted and received in a structured electronic format that allows for its automatic and electronic processing.

6.2.4 Where the Contractor submits an invoice to the Council in accordance with clause 6.2.1, 6.2.3 or 6.2.4, the Council shall:

6.2.4.1 consider and verify the invoice without undue delay;

6.2.4.2 notify the Contractor promptly if the Council disputes the invoice or does not consider it to be valid within the meaning of clause 6.2.5.1.

6.2.4.3 where the invoice is valid and to the extent that it is not disputed, pay the Contractor any amount due under the invoice within 30 days of:

(i) the date on which the invoice is received by the Council in respect of the sum; or, if later

(ii) the due date as stated on the invoice.

6.2.5 For the purposes of clause 6.2.5:

(a) an invoice is valid if either:

(i) it is an electronic invoice in the form required by clause 6.2.4; and/or

(ii) it contains the information required under clause 6.2.1;

(b) an invoice from the Contractor shall be regarded by the Council as not disputed where the Council fails to verify it without undue delay and in any event within seven days of receipt from the Contractor.

6.2.6 Where the Contractor enters into a sub-contract, the Contractor shall include in that sub-contract:

(a) provisions having the same effect as this clause 6.2; and

(b) a provision requiring the counterparty to that sub-contract to include in any subcontract which it awards provisions having the same effect as this clause 6.2

- 6.2.7 Where any party disputes any sum to be paid by it then a payment equal to the sum not in dispute shall be paid and the dispute as to the sum that remains unpaid shall be determined in accordance with clause 15 (Dispute Resolution). Provided that the sum has been disputed in good faith, interest due on any sums in dispute shall not accrue until 30 calendar days after resolution of the dispute between the parties.
- 6.2.8 Subject to clause 6.2.7, interest shall be payable on the late payment of any undisputed amounts properly invoiced under this Contract in accordance with clause 6.2.9. The Contractor shall not suspend the supply of the Services and/or Goods or Related Works if any payment is overdue.
- 6.2.9 Where there has been an agreed variation to the Goods and/ or Services provision the Contractor must attach supporting information in relation to the variation claimed, a copy of the instruction from the Council showing the date of the instruction and name of the Council's officer who Approved the variation along with any other relevant supporting data.
- 6.2.10 Where VAT is payable in respect of the Goods and/or Services the invoice must comply with current VAT requirements.
- 6.2.11 The Council reserves the right to amend the level of information required on invoices.
- 6.2.12 The Council reserves the right to instruct the Contractor to submit invoices in a specific format (including electronic invoicing).
- 6.2.13 Any reissued invoice must include the required information/data with a revised invoice number or the addition of a prefix with a new date of issue.
- 6.2.14 The Council will not be responsible for non-payment and/or payment delays which result from the Contractor failing to meet the above requirements.
- 6.2.15 Purchase orders may contain sums of money that are subject to the delivery of Goods and/ or Services under the Contract and subject to receipt of valid invoices evidencing the Goods and/ or Services delivered under the Contract. A Purchase order does not commit the Council to paying the entire sum stated in the Purchase order.
- 6.3 **Not Used**
- 6.4 **Tax**
 - 6.4.1 All sums payable under this Contract unless otherwise stated are exclusive of VAT and other duties or taxes. The Contractor will produce for the Council a valid VAT invoice.
- 6.5 **Recovery of sums due**
 - 6.5.1 Wherever under this Contract any sum of money is recoverable from or payable by the Contractor that sum may be deducted from any sum then due or which at any later time may become due to the Contractor under this Contract or under any other agreement or contract with the Council. The Contractor shall not be entitled to assert any credit, set-off or counterclaim against the Council in order to justify withholding payment of any such amount in whole or in part.

7. CONTRACTORS OBLIGATIONS

- 7.1 **Supply of Goods and or Services and Related Work**
 - 7.1.1 The Contractor shall provide the Goods and/or Services on the terms and conditions set out in the Contract.

7.1.2 In providing the Goods and/or Services the Contractor shall comply with and take into account all applicable laws enactments orders regulations and other similar instruments the requirements of any court with relevant jurisdiction and any British International or European standards from time to time in force.

7.1.3 The Council may terminate the Contract with immediate effect by giving written notice to the Contractor if the Contractor commits a breach of clause 7.1.2.

7.2 Goods

7.2.1 Samples

The Contractor if required will provide, free of charge, samples of Goods for evaluation and Approval. All subsequent deliveries shall be equal in quality to the Approved samples and conform in all respects to the Final Specification and the terms and conditions detailed in the Contract.

7.2.2 Condition

The Contractor shall supply the Goods in accordance with the Final Specification. The Contractor warrants, represents, undertakes and guarantees that the Goods supplied under the Contract shall:

- a) be free from defects (manifest or latent), in materials and workmanship and remain so for 12 months after delivery;
- b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and comply with any applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods;
- c) conform with the specifications (including the Final Specification), drawings, descriptions given in quotations, estimates, brochures, sales, marketing and technical literature or material (in whatever format made available by the Contractor) supplied by, or on behalf of, the Contractor;
- d) be free from design defects;
- e) be fit for any purpose held out by the Contractor or made known to the Contractor by the Council expressly or by implication, and in this respect the Council relies on the Contractor's skill and judgement. The Contractor acknowledges and agrees that the Approval by the Council of any designs provided by the Contractor shall not relieve the Contractor of any of its obligations under this sub-clause; and
- f) the Contractor itself shall comply with all applicable laws.

7.2.3 Rejection of Goods

7.2.3.1 The Council may reject any Goods wholly or in part if the Goods do not comply with the requirements specified herein and shall be entitled (without prejudice to the other rights and remedies of the Council) to have the Goods repaired or replaced as quickly as possible and in any event within 7 days (at the option of the Council) or to treat the Contract as discharged and seek damages from the Contractor including any costs incurred by the Council in obtaining substitute Goods from a third party.

7.2.3.2 The Council may request that the Contractor remove the Goods (perishable or non-perishable) within an agreed time period and the Contractor shall be responsible for any and all costs reasonably incurred.

7.2.3.3 Where the Council rejects the Goods in whole and an Advanced Payment has been made by the Council to the Contractor such Advanced Payment will be returned to the Council within 7 days of rejection. Where the Council rejects the Goods in part and an Advanced Payment has been made by the Council to the Contractor and the Advanced Payment exceeds the value of the Goods that have

not been rejected the amount of the Advanced Payment that is greater than the value of the unrejected Goods will be returned to the Council within 7 days of rejection.

7.2.4 Cancellation

7.2.4.1 The Council shall have the right to cancel the Order for the Goods, or any part of the Goods, which have not yet been delivered to the Council. The cancellation shall be made in writing. Without prejudice to the generality of the foregoing, the Council shall pay such charges or that part of the charges for Goods which have been delivered to the Council or, on the deemed date of service of the notice of cancellation, are already in transit and the costs of materials which the Contractor has purchased to fulfil the Order for the Goods and which cannot be used for other Orders or be returned to the Contractor of those materials for a refund. For the avoidance of doubt the Council shall not be liable for any loss of anticipated profits or any consequential loss.

7.2.4.2 Where the Council cancels the Goods in whole and an Advanced Payment has been made by the Council to the Contractor such Advanced Payment will be returned to the Council within 7 days of cancellation. Where the Council cancels the Goods in part and an Advanced Payment has been made by the Council to the Contractor and the Advanced Payment exceeds the value of the Goods that have not been cancelled the amount of the Advanced Payment that is greater than the value of the uncanceled Goods will be returned to the Council within 7 days of cancellation.

7.2.5 Delivery

7.2.5.1 Goods shall be delivered at the times, dates and places specified in the Contract. If no times and dates are specified the Goods shall be delivered promptly following the Contractor's receipt of an Order during normal working hours. A delivery note shall be included with each consignment. Receipt of delivery of the Goods does not constitute any acknowledgement of the condition or nature of Goods received.

7.2.5.2 The Council shall be under no obligation to accept or pay for any Goods delivered in excess of the quantity requested and the Contractor shall be responsible for any and all reasonable costs incurred in the removal of Goods delivered in excess of the quantity requested.

7.2.5.3 The Goods shall be properly packed and marked in a proper manner and in accordance with the Council's instructions and all statutory requirements and any requirements of the carriers. All packaging materials will be considered non-returnable unless specifically agreed otherwise.

7.2.5.4 Unless specified otherwise delivery of Goods and Related Work shall include unloading and stacking by the Contractor and the Contractor's Representative at such a place as the Council shall reasonably direct.

7.2.6 Default by Contractor

7.2.6.1 Should the Contractor fail to deliver the Goods at the times, dates, and places specified or agreed, the Council without prejudice to any other rights or remedies of the Council, may terminate the Contract either wholly or in part and the Council shall not be liable to the Contractor for such termination.

7.2.6.2 Where an Advanced Payment has been made by the Council to the Contractor such Advanced Payment will be returned to the Council within 7 days of termination.

7.2.7 Risk/title of Goods

7.2.7.1 Where no Advanced Payment is made the Goods shall remain the property and risk of the Contractor until delivered to; accepted by and signed for by the Council, without prejudice to the Council's right to reject the Goods, wholly or in part, at which time the title to the Goods shall pass from the Contractor to the Council. The risk of any over-delivered Goods that do not comply with the Contract shall remain with the Contractor.

7.2.7.2 Where the Council make any Advanced Payment in respect of such Goods, at the time the first such payment is made, the Contractor shall mark the Goods as Council property and the Contractor shall ensure that the Goods are at all times clearly identifiable as belonging to the Council, and where such Goods are stored at Contractor premises, held in a separate bonded area suitable for such storage purposes.

7.3 Services

7.3.1 Provision of Services

7.3.1.1 The Contractor shall provide the Services during the Contract Term within the time agreed and on a specified date(s), in accordance with the requirements of the Contract.

7.3.2 Standards and performance

7.3.2.1 The Contractor shall perform the Services as specified in the Contract including compliance with the Key Performance Indicators and provision of the Management Information exercising the highest level of care, skill and diligence expected of a properly qualified and competent person(s) experienced in carrying out services of a similar size, timescale and degree of complexity.

7.3.2.2 The Contractor shall consult fully with the Council and keep the Council properly informed of all matters arising in the performance of the Services. The introduction of new methods or systems, which impinge on, the provision of the Service, shall be subject to prior Approval. The signing by the Council (or his representative) of time sheets or other similar documents shall not be construed as implying the Contractor's compliance with the Contract.

7.3.3 Remedies in the event of inadequate performance

7.3.3.1 If the Council informs the Contractor that the Council considers any part of the Services to be inadequate or in any way differing from the Contract, and this is other than as a result of default or negligence on the part of the Council, the Contractor shall at its own expense re-schedule and perform the Services correctly within such reasonable time as may be specified by the Council.

7.3.3.2 Without prejudice to any other rights and remedies the Council may have pursuant to the Contract, the Contractor shall reimburse the Council for all reasonable costs incurred by the Council which have arisen as a direct consequence of the Contractor's failure to comply with such a request.

7.3.3.3 In the event that the Contractor persistently provides the Services inadequately or in any way differing from the Contract the Council reserves the right to terminate the Contract by notice in writing with immediate effect.

7.3.3.4 In the event that the Council is of the opinion that there has been a fundamental breach of this Contract by the Contractor, or the Contractor's performance of its duties under the Contract has failed to meet the requirements, then the Council may, without prejudice to its rights under this Contract, do any of the following:

a) without terminating the Contract, itself provide or procure the provision of part of the Services until such time as the Contractor shall have demonstrated to the reasonable satisfaction of the Council that the Contractor will once more be able to perform such part of the Services in accordance with the Contract;

b) terminate the Contract in whole or in part.

7.3.3.5 The Council may charge to the Contractor any cost reasonably incurred by the Council and any reasonable administration costs in respect of the provision of any part of the Services by the Council or by a third party to the extent that such costs exceed the payment which would otherwise have been payable to the Contractor for such part of the Services.

7.3.3.6 In the event that the Council terminates this Contract in accordance with clause 12, the Contractor shall forthwith deliver up to the Council all Council Property (including, but not limited to, access to keys) relating to the Services or part of the Services. The remedies of the Council under this Contract may be exercised successively in respect of any one or more failures by the Contractor.

7.3.4 Best value and benchmarking

7.3.4.1 In the performance of the Contract the Contractor shall assist the Council in achieving the performance of its duty to secure the continuous improvement of its Services under legislation.

7.3.4.2 Without prejudice to the generality of the above the Contractor shall identify ways in which Services may be carried out more efficiently or effectively and shall advise the Council accordingly; for example:

- a) by being undertaken in a different manner to achieve the Council's objectives;
- b) by assisting the Council to develop quality standards for the provision of Services; and
- c) by assisting the Council to develop and implement production methodology including the application of information technology to systemise, monitor and supervise its performance and to ensure consistency of quality method and performance.

7.3.4.3 If so requested by the Council the Contractor shall provide a detailed breakdown of the activities required for the completion of the Services.

7.3.4.4 Where so requested by the Council, in order to assess the competitiveness of Services which are provided or procured by the Council; the Contractor shall provide the Council with comparative costing information in terms of the price which the Contractor would charge, to the Council, for undertaking specified Services.

7.3.5 Monitoring and performance

7.3.5.1 The Council shall inspect or examine the performance of the Services at any reasonable time, and with reasonable notice, at any premises where the Services are being performed. The Council reserves the right to record that which it considers to be relevant to the performance and monitoring of this Contract.

7.3.5.2 Where so requested by the Council the Contractor shall provide the Council with performance records in respect of any Services undertaken on behalf of the Council. These records shall take the form of monitoring reports, the content and regularity of which will be specified by the Council.

7.3.5.3 Throughout the Contract Term the Contractor shall:

- a) submit Management Information (including the information necessary to monitor the Key Performance Indicators) to the Council in the form and at the frequency set out at set out in Schedule 7 (Management Information) of the Framework Agreement, with such requirement being additional to any requirements contained in the Framework Agreement and these Call off Terms and Conditions; and
- b) meet the Council in accordance with the requirements and frequency set out in Schedule 7 (Management Information) of the Framework Agreement.

7.3.6 Governance and Records

7.3.6.1 The Contractor shall:

- a) attend progress meetings with the Council at the frequency and times specified by the Council and shall ensure that its representatives are suitably qualified to attend such meetings; and
- b) submit progress reports to the Council at the times and in the format specified by the Council.

7.3.6.2 The Contractor shall keep and maintain until 12 years after the end of the Contract, or as long a period as may be agreed between the Parties, full and accurate records of the Contract including the Goods

and/ or Services supplied under it, and all payments made by the Council. The Contractor shall on request afford the Council such access to those records as may be reasonably requested by the Council in connection with the contract.

7.3.7 Access to Council premises

7.3.7.1 Access to the Council's Premises shall not be exclusive to the Contractor and shall be limited to such Staff and the Contractor's suppliers as are necessary to the performance of the Services concurrently with the execution of services and/or Related Work by others. The Contractor shall co-operate free of charge with such others as the Council may reasonably require.

7.3.7.2 The Contractor shall make no delivery of Equipment nor commence any Services on the Council's Premises without obtaining the Council's prior Approval.

7.3.8 Contractors staff and site access

7.3.8.1 If the Council gives the Contractor notice that any person is not to become involved in or is to be removed from involvement in the performance of the Contract, the Contractor shall take all reasonable steps to comply with such notice and if required by the Council the Contractor shall replace any person removed under this clause with another suitably qualified person and procure that any pass issued to the person removed is surrendered.

7.3.8.2 If and when instructed by the Council, the Contractor shall give to the Council a list of names and addresses of all persons who are or who may be at any time concerned with the Services or any part of them, specifying the capacities in which they are so concerned, and giving such other particulars and evidence of identity and other supporting evidence as the Council may reasonably require. The decision of the Council as to whether any person is not to become involved in or is to be removed from involvement in the performance of the Contract and as to whether the Contractor has furnished the information or taken the steps required by this clause shall be final and conclusive.

7.3.8.3 The Contractor shall bear the cost of any notice, instruction or decision of the Council under this clause 7.3.8.

7.3.8.4 The Contractor shall:

- a) ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
- b) if requested, provide the Council with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Council's Premises in connection with the Contract; and
- c) procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Council.

7.3.8.5 The Contractor shall ensure that in respect of any of its servants, Staff, agents or sub-contractors whom in performing the Services under the Contract may come into contact with children or vulnerable adults are subject to a valid (enhanced) disclosure check undertaken through the Disclosure and Barring Service as appropriate.

7.3.9 Equipment

7.3.9.1 The Contractor shall provide all the Equipment necessary for the provision of the Services.

7.3.9.2 The Contractor shall provide for the haulage or carriage thereof to the Premises and the removal of Equipment when no longer required at its own cost. The Contractor shall ensure that the Council's Premises are appropriate to contain and operate the Equipment. The Contractor shall maintain all items of Equipment within the Council's Premises in a safe, serviceable and clean condition.

7.3.9.3 All Equipment brought onto the Council's Premises shall be at the Contractor's own risk and the Council shall have no liability for any loss of or damage to any Equipment unless the Contractor is able to demonstrate that such loss or damage was caused or contributed to by the negligence or default of the Council.

7.3.9.4 The Council may at its option purchase any item of Equipment from the Contractor at any time, if the Council considers that the item is likely to be required in the provision of the Services following the expiry or termination of the Contract. The purchase price to be paid by the Council shall be the fair market value.

7.3.10 Removal of equipment, rubbish and unused materials

7.3.10.1 On completion of the Services and Related Works the Contractor shall remove the Equipment and unused materials and shall clear away from the Council's Premises all rubbish arising out of the Services and Related Works, make good any damage caused to the Council's Premises by the removal of the Equipment and leave the Council's Premises in a neat and tidy condition.

7.3.10.2 The Council shall have the power at any time during the delivery of the Services to order in writing:

- a) the removal from the Council's Premises of any Equipment which in the opinion of the Council are either hazardous, noxious or not in accordance with the Contract;
- b) the substitution of proper and suitable materials, plant, equipment; and
- c) the removal and proper re-execution notwithstanding any previous test thereof or interim payment therefore of any Service and/or Related Work which, in respect of material or workmanship, is not in the opinion of the Council in accordance with the Contract.

7.3.11 Purchasing on behalf of the Council

In the event that the Contractor procures Services including equipment from third parties on behalf of the Council then they shall at all times do so in accordance with the provisions of the Procurement Act 2023 and the Procurement Regulations 2024 or such other legislation such as the Health Care Services (Provider Selection Regime) Regulations 2023.

7.3.12 Inspection of Contractor premises

The Contractor, upon being given reasonable notice by the Council, shall allow free access to any premises where Services and Related Work are carried out, by the Contractor or the Contractor's representative. The Contractor shall give assistance to the Council as necessary to enable inspection of this work. Any inspection or Approval by the Council shall not relieve the Contractor of any of the obligations under this Contract.

8. PROTECTION OF INFORMATION

8.1 Data protection

8.1.1 The provisions of clause 12 of the Framework Agreement shall apply to these Call-off Terms and Conditions with any reference to the words (1) "Framework Agreement" (2) Supplier and (3) Authority stated in the Framework Agreement being substituted for the purposes of these Call-off Terms and Conditions with the respective words of (1) "Contract" (2) "Contractor" and (3) "Council".

8.2 Security of Confidential Information

8.2.1 In order to ensure that no unauthorised person gains access to any Confidential Information or any data obtained in the performance of the Contract, the Council may request that the Contractor undertakes to maintain security systems Approved by the Council.

- 8.2.2 The Contractor will immediately notify the Council of any breach of security in relation to Confidential Information and all data obtained in the performance of the Contract and will keep a record of such breaches. The Contractor will use its best endeavours to recover such Confidential Information or data however it may be recorded. This obligation is in addition to the Contractor's obligations under clause 8.3 of this Contract. The Contractor will co-operate with the Council in any investigation that the Council considers necessary to undertake as a result of any breach of security in relation to Confidential Information or data. The Council may require the Contractor to alter any security systems at any time during the Contract Period.

8.3 Confidentiality

- 8.3.1 The provisions of clause 11 of the Framework Agreement shall apply to these Call-off Terms and Conditions with any reference to the word "Framework Agreement" stated in the Framework Agreement being substituted for the purposes of these Call-off Terms and Conditions with the word "Contract".
- 8.3.3 Transparency Information is not Confidential Information.

8.4 Copyright and ownership of documents

- 8.4.1 Copyright in all the material including but not limited to drawings, reports, specifications, bills of quantity, calculations and other similar documents prepared exclusively by the Contractor for the Contract shall remain vested in the Contractor but the Contractor shall grant to the Council and its nominees an irrevocable royalty-free non-exclusive licence to copy and use the material and to reproduce the information contained in it for any purpose whatsoever relating to the Contract. Such licence shall enable the Council to copy and use the material for any extension of the Contract. Such licence shall be capable of sub-licence and transfer by the Council.

8.5 Intellectual Property Rights

- 8.5.1 All Intellectual Property Rights that existed prior to the entering into of this Contract will remain vested in that party.
- 8.5.2 Nothing in this Contract shall operate to transfer any Intellectual Property Rights from the Council to the Contractor.
- 8.5.3 All Intellectual Property Rights in the trademarks and brands of the Council will not be used by the Contractor for any purpose whatsoever without the Council's prior written consent and then only if used in compliance with the Council's brand guidelines or other reasonable written instructions.
- 8.5.4 All Intellectual Property Rights in any data collected in the provision of the Services by the Contractor will vest in the Council unconditionally and immediately on their creation.
- 8.5.5 The Contractor grants the Council a perpetual, royalty-free, irrevocable, non-exclusive licence (with the right to sub-licence) to use all intellectual property rights in the Goods and/ or Services or in any materials accompanying the Goods and/ or Services to the extent that it is necessary to fulfil its obligations under this Contract.
- 8.5.6 The Contractor warrants that the performance of the Contract by the Contractor does not in any way infringe the patent, design, copyright or trademark rights of any person or company and fully indemnifies the Council against any actions claims, demands, damages, losses, charges and costs and expenses of whatever nature in respect of any alleged infringement.
- 8.5.7 The Council shall promptly notify the Contractor of any infringement claim made against it relating to any Goods and/ or Services and, subject to any statutory obligation requiring the Council to respond, shall permit the Contractor to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim.

8.6 Publicity and Transparency

8.6.1 The provisions of clause 14 of the Framework Agreement shall apply to these Call-off Terms and Conditions with any reference to the words (1) "Framework Agreement" (2) Supplier and (3) Authority stated in the Framework Agreement being substituted for the purposes of these Call-off Terms and Conditions with the respective words of (1) "Contract" (2) "Contractor" and (3) "Council".

8.6.2 The Contractor acknowledges and agrees that the Council will be required to comply with any of its transparency obligations in accordance with the requirements of the Procurement Act 2023 and the Procurement Regulations 2024 or other such other legislation such as the Health Care Services (Provider Selection Regime) Regulations 2023 and will be required to publish Transparency Information.

9. LIABILITIES

9.1 Insurance and indemnity

9.1.1 Neither Party excludes or limits liability to the other Party for death or personal injury caused by its negligence or for any breach of any obligations implied by Section 2 of the Supply of Goods and Services Act 1982 or Section 12 of the Sale of Goods Act 1979.

9.1.2 The Contractor shall indemnify and keep indemnified the Council fully against all claims, proceedings, actions, damages, legal costs, expenses and any other liabilities whatsoever arising out of, in respect of or in connection with the Contract including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Contractor, or any other loss which is caused directly or indirectly by any act or omission of the Contractor.

9.1.3 During the Contract Term, the Contractor shall maintain in force, with a reputable insurance company, insurance to cover the liabilities that may arise under or in connection with the Contract, with the minimum insurance and levels of cover to be no less than:

(a) public liability in the sum of ten million pounds (£10,000,000) for any one occurrence;

(b) products liability in the sum of ten million pounds (£10,000,000) for any one occurrence and in the aggregate; and

(c) employers' liability in the sum of ten million pounds (£10,000,000) for any one occurrence.

9.1.4 The Contractor shall produce for inspection when requested by the Council documentary evidence that the insurance cover is in full force and effect and that all premiums payable under such insurance policies have been paid and confirm that such policies include an Indemnity to Principal's clause. Such insurance shall at all times be affected with insurers of repute that is authorised by the financial conduct authority to transact business in the United Kingdom and the policies will not contain any unusual or unduly onerous conditions.

9.1.5 The terms of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under the Contract.

9.2 Warranty and representations

9.2.1 The Contractor warrants and represents that it has the full capacity and authority and all necessary consents (including, but not limited to, where its procedures so require, the consent of its parent company) to enter into and perform this Contract and that this Contract is executed by a duly authorised representative of the Contractor.

10. STATUTORY OBLIGATIONS AND REGULATIONS

10.1 Statutory requirements

10.1.1 Without prejudice to clause 7.1.1, the Contractor shall comply with the provisions of this clause 10.

10.2 Health and safety

- 10.2.1 The Contractor shall comply with the requirements of the Health and Safety at Work etc Act 1974 and other subordinate legislation which applies to their employees, other persons working on the premises in performance of the Contract and those affected by their business, activity, and undertaking including but not limited to compliance with the Council's own Code of Practice for Contractors for any work which code shall form part of the Contract.
- 10.2.2 The Contractor shall ensure that its health and safety policy statement together with risk assessments, documented safe systems of work, training records etc are made available to the Council on request.

10.3 Equalities and human rights

- 10.3.1 The Contractor and the Contractor's Representative shall comply with:
- a) The Human Rights Act 1998 as if the Contractor were a public body as defined in the Human Rights Act 1998; and
 - b) The Equalities Act 2010 (the Act) and all regulations and codes of practice made under the Act.
- 10.3.2 The Contractor shall inform the Council as soon as the Contractor becomes aware of any legal proceedings or complaint brought or likely to be brought against the Contractor under the legislation in clause 10.3.1.
- 10.3.3 Where any investigation is conducted or proceedings are brought arising directly or indirectly out of this Contract or any other action by the Contractor or its employees, agents or sub-contractors, the Council shall be entitled to recover from the Contractor the full cost it may have incurred in such investigation or proceedings and such other financial redress to cover any payment the Council may have been ordered or required to pay to a third party.
- 10.3.4 The Contractor shall provide such information as the Council may reasonably request for the purpose of assessing the Contractor's compliance with this clause 10.3.
- 10.3.5 The provisions of this clause 10.3 shall survive the continuance of this Contract and indefinitely after its termination.

10.4 Environment

- 10.4.1 The Contractor shall be aware of the Council's Environmental Policy as listed in the Council's Publication Scheme:

https://www.coventry.gov.uk/info/111/planning_policy/3604/environmental_policy

10.5 Freedom of information and The Environmental Information Regulations 2004

- 10.5.1 The provisions of clause 13 of the Framework Agreement shall apply to these Call-off Terms and Conditions with any reference to the words (1) "Framework Agreement" (2) Supplier and (3) Authority stated in the Framework Agreement being substituted for the purposes of these Call-off Terms and Conditions with the respective words of (1) "Contract" (2) "Contractor" and (3) "Council".

10.6 Compliance with relevant requirements under the Bribery Act 2010

- 10.6.1 The Contractor shall:
- a) comply with all Relevant Requirements;
 - b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

c) have and shall maintain in place throughout the term of this Contract its own policies and procedures, including Adequate Procedures to ensure compliance with the Relevant Requirements, and this clause 10.6.1, and will enforce them where appropriate; and

d) procure and ensure that all of its personnel and/or other persons who are providing Goods and/ or Services in connection with this Contract comply with this clause 10.6.1.

10.6.2 Without prejudice to any other rights or remedies a party may terminate this Contract on written notice to the other party specifying the date on which this Contract will terminate in the event of a breach of this Clause 10.6.

10.6.3 For the purpose of this clause 10.6, the following terms have the meanings ascribed to them below:

"Adequate Procedures" shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issues under section 9 of that Act).

"Associated Person" shall have the meaning ascribed to it in section 8 of the Bribery Act and shall include but is not limited to any employees, agents and/or subcontractors of a party to this Contract as applicable in relation to the Goods and/ or Services.

"Bribery Act" shall mean the Bribery Act 2010 (and any amendment thereto).

"Relevant Requirements" shall mean all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act.

10.7 Compliance with anti-slavery and human trafficking laws and policies

10.7.1 In performing its obligations under the Contract, the Contractor shall:

a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015;

b) comply with the Anti-Slavery Policy;

c) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK; and

d) include in its contracts with its subcontractors and Contractors anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause 10.7.1 that each of its subcontractors and contractors shall comply with the Anti-Slavery Policy and with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015.

10.7.2 The Contractor represents and warrants that at the date of this Contract:

a) its responses to the Council's slavery and human trafficking due diligence questionnaire are complete and accurate; and

b) neither the Contractor nor any of its officers, employees or other persons associated with it:

(i) has been convicted of any offence involving slavery and human trafficking; and

(ii) to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.

- 10.7.3 The Contractor shall implement due diligence procedures for its subcontractors, and contractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.
- 10.7.4 The Contractor shall not subcontract its obligations under this Contract without the prior written consent of the Council.
- 10.7.5 In order to help the Council reach a decision on a proposed subcontract, the Contractor shall provide the Council with a copy of any proposed subcontract, together with any other information that the Council may reasonably require about the proposed subcontractor.
- 10.7.6 If the Council agrees that the Contractor may subcontract its obligations, the Contractor shall implement an appropriate system of due diligence, audit, and training for its subcontractors that is designed to ensure their compliance with the Anti-Slavery Policy.
- 10.7.7 The Contractor shall notify the Council as soon as it becomes aware of:
- a) any breach, or potential breach, of the Anti-Slavery Policy; or
 - b) any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Contract.
- 10.7.8 The Contractor shall prepare and deliver to the Council an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business (where required by The Modern Slavery Act 2015 (as amended or re-enacted)).
- 10.7.9 The Contractor shall:
- a) maintain a complete set of records to trace the supply chain of all Goods and/ or Services provided to the Council in connection with this Contract;
 - b) permit the Council and its third-party representatives, on reasonable notice during normal business hours, but without notice in case of any reasonably suspected breach of this clause 10.7, to have access to and take copies of the Contractor's records and any other information and to meet with the Contractor's personnel to audit the Contractor's compliance with its obligations under this clause 10.7; and
 - c) implement annual audits of its compliance and its subcontractors' and contractors' compliance with the Anti-Slavery Policy, either directly or through a third-party auditor.
- 10.7.10 The Contractor shall implement a system of training for its employees to ensure compliance with the Anti-Slavery Policy.
- 10.7.11 The Contractor shall keep a record of all training offered and completed by its employees to ensure compliance with the Anti-Slavery Policy and shall make a copy of the record available to the Council on request.
- 10.7.12 The Contractor represents, warrants and undertakes that it conducts its business in a manner that is consistent with the Anti-Slavery Policy.
- 10.7.13 The Council may terminate the Contract with immediate effect by giving written notice to the Contractor if the Contractor commits a breach of this clause 10.7 irrespective of whether any financial loss or reputational damage arises and irrespective of the level of any financial loss or deprivation of benefit arising as a consequence of such breach.

10.8 Prevent duty

- 10.8.1 The Contractor acknowledges that the Council is subject to the Prevent Duty which requires it to act to deal with the present and growing threat of terrorism within the UK, treat security with the utmost importance and recognise the need to tackle terrorism and, where possible, to prevent individuals from being drawn into terrorism.
- 10.8.2 Where the Council has any concerns about a person, or becomes aware of any other matters which may require it to take action in accordance with the Prevent Duty, the Contractor shall at the request of the Council provide the Council with a copy of all relevant information which is available to it in the form the Council requires and shall provide all necessary assistance requested by the Council to report and/or take such action.
- 10.8.3 The Council shall be responsible for determining in its absolute discretion what action it needs to take and the Contractor acknowledges that the Council may for the purpose of complying with the Prevent Duty disclose such information.
- 10.8.4 The Contractor undertakes to comply and to ensure that all its employees, agents and contractors comply with the Council's policies concerning the Prevent Duty as they may be updated from time to time.

10.9 Conflict of Interest

- 10.9.1 The Contractor must take action to ensure that neither the Contractor nor the Staff are placed in the position of an actual or potential Conflict of Interest.
- 10.9.2 The Contractor must promptly notify and provide details to the Council if an actual, perceived or potential Conflict of Interest happens or is expected to happen.
- 10.9.3 The Council will consider whether there are any reasonable steps that can be put in place to mitigate an actual, perceived or potential Conflict of Interest. If, in the reasonable opinion of the Council, such steps do not or will not resolve an actual or potential Conflict of Interest, the Council may terminate the Contract immediately by giving notice in writing to the Contractor where there is or may be an actual or potential Conflict of Interest.

11. TUPE

At the start of the Contract

- 11.1 In the event that TUPE applies at the commencement of the Services and the employment contracts of any employees of previous contractors or of the Council of the Services transfer to the Contractor on the Commencement Date, the Contractor shall and shall procure that any sub-contractor shall:
 - 11.1.1 make appropriate arrangements with the previous contractor to ensure a smooth transfer of staff to the Contractor;
 - 11.1.2 In the event that those employees are or were local government staff (with continuity of service) and therefore entitled on transfer to the Contractor to continue to be members of the LGPS, either arrange for the Contractor to become an Admitted Body or provide a Contractor's Scheme;
 - 11.1.3 In the event that the Contractor seeks to be an Admitted Body it shall enter into the Admission Agreement (or such other admission agreement as required by the Administering Authority in its sole discretion) and provide and maintain throughout the duration of the Contract such bond for its admission as the Council acting reasonably shall require;
 - 11.1.4 Consent to the relevant manager of the LGPS or Contractor Scheme (whichever is relevant) notifying the Council in the event of any non-payment of employer's pension fund contributions and in the event that the Contractor shall fail to pay the employer's contribution to the LGPS or Contractor Scheme (whichever is relevant) or to maintain a bond as required by the Council, the Council shall be entitled

to pay such contributions or arrange a bond and to set off such sums together with its reasonable administrative costs against any sums due to the Contractor in accordance with Clause 6.5.

At the end of the Contract

- 11.2 The Parties agree that TUPE may apply to this Contract in the event that all or part of the Services cease to be provided by the Contractor or any sub-contractor for any reason and all or part of the Services continue to be provided by a Replacement Contractor. In any event, the position shall be determined in accordance with the Law at the expiry date or the termination date as the case may be and this clause is without prejudice to such determination.
- 11.3 Where TUPE does apply to this Contract, the Contractor shall and shall procure that any sub-contractor shall comply with all relevant obligations it may have as the outgoing Contractor under TUPE and shall co-operate fully with the Council and the new Contractor in order to ensure that the new Contractor is able to comply with their TUPE obligations.
- 11.4 Save where the Parties reasonably believe that TUPE will not apply to this Contract the Contractor shall and where relevant shall procure that any sub-contractor shall within a six (6) month period prior to the expiry of the Contract, or on receiving notice of termination of this Contract or otherwise, and in any event on the reasonable request of the Council and at such times as required by TUPE, provide the following information to the Council in respect of any person engaged or employed by the Contractor or any sub-contractor in the provision of the Services:
- a) the Contractor's Provisional Staff List;
 - b) the Staffing Information; and
 - c) any additional information required by the Council, including information as to the application of TUPE to the employees.
- 11.5 For the avoidance of doubt, the Contractor shall notify the Council of any material changes to this information as and when they occur and the information provided by the Contractor may be used by the Council for the purposes of a future tender of the Services including being passed to any proposed Replacement Contractor.
- 11.6 In the event that TUPE may apply, the Contractor shall not and shall procure that any sub-contractor shall not without the prior written consent of the Council, during the three (3) months immediately preceding the expiry of this Contract or at any time following a notice of termination of this Contract, materially increase or decrease the total number of staff listed on the Contractor's Provisional Staff List, their remuneration, or make any other change in the terms and conditions of those employees.
- 11.7 The Contractor shall and shall procure that any sub-contractor shall at least twenty-eight (28) days prior to the Service Transfer Date prepare and provide to the Council and/or, at the direction of the Council, to the Replacement Contractor, the Contractor's Final Staff List, which shall be complete and accurate in all material respects. The Contractor's Final Staff List shall identify which of the Contractor's personnel named are Relevant Employees.
- 11.8 The Contractor warrants that the Contractor's Provisional Staff List, the Contractor's Final Staff List and the Staffing Information shall be true and accurate in all material respects and that no persons are employed or engaged in the provision of the Services other than those included on the Contractor's Final Staff List.

Indemnity

- 11.9 The Contractor shall indemnify and keep indemnified the Council (both for itself and a Replacement Contractor) against any or all costs, claims, liabilities and expenses (including reasonable legal

expenses) incurred by the Council and/or a Replacement Contractor in connection with or as a result of:

(a) any claim or demand by any Relevant Employee or a trade union or other body or person representing a Relevant Employee (whether in contract, tort, under statute, pursuant to European law or otherwise) arising from any act, fault or omission of the Contractor on or before the subsequent Service Transfer Date;

(b) any act default or omission of the Contractor in relation to the Relevant Employees or Trade union arising after the Service Transfer Date;

(c) any failure by the Contractor to comply with its obligations under regulations 13 and 14 TUPE, or any award of compensation under regulation 15 of the TUPE, save where such failure arises from the failure of the Council and/or Replacement Contractor to comply with its or their duties under regulation 13 of the TUPE;

(d) a claim by any person who transfers or alleges that they have transferred to the Council or the Replacement Contractor, but whose name is not included in the list of Relevant Employees;

(e) any liability against or loss in connection with the transfer of the contract of employment (or a collective agreement relating to) any employee who transfers under TUPE at the end of the Contract; and/or

(f) any loss, damage or liability arising from any misrepresentation, inaccuracy, error or omission in any TUPE information provided by the Contractor to the Council or Replacement Contractor.

11.10 The Council shall use its best endeavours to ensure that any agreement with a Replacement Contractor includes a provision that they shall indemnify the Council and the Contractor against any act default or omission by the Replacement Contractor in relation to the Relevant Employees.

11.11 The Parties shall co-operate to ensure that any requirement to inform and consult with the employees and or employee representatives in relation to any Relevant Transfer as a consequence of a Service Transfer will be fulfilled.

11.12 The Parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to the relevant parts of these conditions to the extent necessary to ensure that any Replacement Contractor shall have the right to enforce the obligations owed to, and indemnities given to, the Replacement Contractor by the Contractor or the Council in its own right under section 1(1) of the Contracts (Rights of Third Parties) Act 1999.

11.13 Notwithstanding the conditions it is expressly agreed that the Parties may by agreement rescind or vary any terms of this Contract without the consent of any other person who has the right to enforce its terms or the term in question despite that such rescission or variation may extinguish or alter that person's entitlement under that right.

Pensions

11.14 The Contractor shall and shall procure that any sub-contractor shall:

11.14.1 maintain such documents and information as will be reasonably required to manage the pension aspects of any onward transfer of any Eligible Employee engaged or employed by the Contractor or any sub-contractor on the expiry or termination of this Contract (including without limitation identification of the Eligible Employees);

11.14.2 promptly provide to the Council such documents and information mentioned in clause 11.14.1 which the Council or the Administering Authority may reasonably request in advance of the expiry or termination of this Contract; and

11.14.3 fully co-operate (and procure that the trustees of the Contractor's Scheme shall fully co-operate) with the reasonable requests of the Council or the Administering Authority relating to any administrative tasks necessary to deal with the pension aspects of any onward transfer of any Eligible Employee on the expiry or termination of this Contract.

11.15 The Contractor shall comply with all legislation from time to time in force in respect of pension matters in relation to all employees carrying out the Services including, without limitation, the law relating to pension auto-enrolment. The Contractor shall also comply with any applicable guidance, codes of practice and directions in relation to pensions.

11.16 Where the Contractor elects at contract commencement to provide the employees referred to in clause 11.1.2 ("LGPS Eligible Employees") with access to the LGPS then the Contractor shall enter into the Admission Agreement (or such other admission agreement as required by the Administering Authority in its sole discretion.

12. DEFAULT, DISRUPTION AND TERMINATION

12.1 Termination

12.1.1 The Council may terminate in whole or in part this Contract at any time by giving no less than one (1) months written notice to the Contractor.

12.2 Bribery and corruption

12.2.1 Without prejudice to any other rights or remedies the Council may terminate this Contract on written notice to the Contractor specifying the date on which this Contract will terminate in the event of a breach of Clause 10.6.

12.3 Termination on default and poor performance

12.3.1 Without affecting any other right or remedy available to it, the Council may terminate this Contract in whole or in part with immediate effect by giving written notice to the Contractor if:

- a) the Contractor commits a material breach of any other term of this Contract which breach is irremediable or and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so; and/ or
- b) the Contractor repeatedly breaches any of the terms of this Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Contract;
- c) the Contractor fails to comply with the Management Information requirements specified at clause 7.3.5.3;
- d) (subject to clause 12.3.4 below):
 - a. the Council determines that a Consistent Failure has occurred;
 - b. the Contractor obtains a rating of Inadequate for any one KPI,

and the Contractor has failed to improve its performance of this Contract within the time limit as set out in the Contract Performance Notice (as defined at clause 12.3.4 below);

- e) the Contractor, prior to or since the Commencement Date, has become an excluded supplier or excludable supplier (including by reference to an associated person) as defined at s.57 of the Procurement Act 2023; or
- f) the Council is entitled to terminate the Contract in accordance with clause 10.9.3 (Conflict of Interest).

12.3.2 Where required in accordance with section 52(1) of the Procurement Act 2023 the Council shall be required to set at least three Key Performance Indicators in respect of the Contract (if applicable).

12.3.3 Where applicable, the Council shall be required to assess the performance of the Contractor in accordance with section 71 of the Procurement Act 2023 and may be required to publish such Transparency Information as may be required pursuant to Section 71 of the Procurement Act 2023 and section 39(1) (contract performance notices except in relation to full termination) or section 41 (1)(contract termination notices) (as applicable) of The Procurement Regulations 2024.

12.3.4 Termination of this Contract pursuant to clause 12.3.1 (d) will be subject to the Council first having submitted a contract performance notice in accordance with s.39 of The Procurement Regulations 2024 (the "Contract Performance Notice"). Where applicable, Appendix 1 to this Schedule 5 describes how the levels of performance will be mapped to the performance ratings prescribed under regulation 38(5) of the Procurement Regulations 2024. The mapping set out in that table will be applied by the Council when publishing the relevant Transparency Information relation to the Key Performance Indicators and/or the Contractor's performance against the relevant Key Performance Indicators. The Contractor acknowledges and agrees that, where applicable, each time the Council conducts an assessment of the Contractor's performance against a Key Performance Indicator, the Council may publish Transparency Information or such information as required by Law in relation to that assessment.

12.4 Bankruptcy or insolvency

12.4.1 If the Contractor:

- a) becomes bankrupt, or makes a composition or arrangement with its creditors, or has a proposal in respect of its company for the voluntary arrangements for a composition of debts, or scheme or arrangements, approved in accordance with the Insolvency Act 1986;
- b) has an application made under the Insolvency Act 1986 in respect of its company to the Court for the appointment of an administrative receiver;
- c) has a winding up order made, or (except for the purposes of amalgamation or reconstruction) a resolution for voluntary winding up passed;
- d) has a provisional liquidator, receiver or manager of its business or undertaking duly appointed;
- e) has an administrative receiver, as defined in the Insolvency Act 1986 appointed;
- f) has possession taken, by or on behalf of the holders of any debentures secured by a floating charge, of any property comprised in, or subject to, the floating charge; and/or
- g) is in circumstances which entitle the court or a creditor to appoint, or have appointed, a receiver, a manager, or an administrative receiver, or which entitle the court to make a winding up order;

then the Council may terminate this Contract by notice in writing with immediate effect.

12.5 Procurement Act 2023 and Exclusions

12.5.1 The Council may give the Contractor written notice of its intention to terminate the Contract if it considers that a termination ground listed in section 78(2) of the Procurement Act 2023 applies and provided that the requirements of Section 78(7) of the Procurement Act 2023 have been met. A notice of an intention to terminate under this clause must:

- (a) set out which termination ground the Council considers applies pursuant to section 78(2) of the Procurement Act 2023 together with the Council's reasons for deciding to terminate on this basis;
- (b) invite the Contractor to make representations to the Council about the existence of the termination ground and the Council's decision to terminate;
- (c) specify the means by which, and the time by which, such representations must be made by the Contractor; and

- (d) insofar as it states the Council's intention to terminate by reference to the status of a sub-contractor under section 78(2)(b) or (c) of the Procurement Act 2023, specify a time by which the Contractor may terminate the subcontract and, if necessary, appoint an alternative subcontractor.

12.5.2 On expiry of the time for the Contractor to make representations under clause 12.5.1 (c), if, after considering any representations, the Council is satisfied that the termination ground applies, it may terminate the Contract with immediate effect by giving final written notice to the Contractor.

12.5.3 In accordance with the requirements of section 80 of the Procurement Act 2023, the Council will be required to publish a contract termination notice setting out that the contract has been terminated together with the relevant information detailed in section 41(1) of the Procurement Regulations 2024.

12.5.4. The Council may give the Contractor written notice of its intention to terminate the Contract if it considers that a termination ground listed in section 71(3) or section 71(4) applies.

12.6.1 During the Contract Term the Contractor shall notify the Council as soon as reasonably practicable if:

12.6.1.1 the Contractor considers that an exclusion ground within the Procurement Act 2023 and any associated regulations applies to the Contractor, including where the Contractor is put on the debarment list or becomes an excluded or excludable supplier by virtue of any associated persons or subcontractors where information relating to such was provided under Section 28 of the Procurement Act 2023; and/or

12.6.1.2 there are any changes to the Contractor's associated persons within the meaning of the Procurement Act 2023.

12.6.2 If the Contractor notifies the Council in accordance with clause 12.6.1 then the Contractor must promptly provide any information the Council reasonably requests in relation to the notification, including information to support an assessment of whether the circumstances giving rise to the exclusion ground are continuing or likely to occur again.

12.6.3 If the Contractor notifies the Council in accordance with clause 12.6.1 above then the Contractor must promptly provide any information reasonably requested by the Council in relation to the change to the Contractor's associated persons, including any information set out in the Procurement Regulations 2024.

12.6.4 The Council may terminate this Contract if:

12.6.4.1 the Contractor has failed to provide notification under clause 12.6.1 as soon as reasonably practicable after the Contractor become aware that an exclusion ground within the Procurement Act 2023 and any associated regulations does or may apply to the Contractor;

12.6.4.2 the Contractor has failed to provide notification under clause 12.6.1 as soon as reasonably practicable after the Contractor becoming aware of any changes to the Contractor's associated persons within the meaning of the Procurement Act 2023; and/or

12.6.4.3 any notification or information provided by the Contractor under clause 12.6.1, 12.6.2 and/or 12.6.3 is incomplete, inaccurate or misleading, and the consequences of termination set out in clause 13 shall apply.

12.6.5 Clause 12.6.4 is without prejudice to the Council's rights to terminate the Contract in accordance with clause 12.3.

13. Consequences of termination or expiry

13.1 On the expiry of the Contract Term or if this Contract is terminated in whole or in part for any reason, the Contractor shall co-operate fully (at the Contractor's own cost) with the Council to ensure an orderly migration of the Services to the Council or, at the Council's request, a Replacement Contractor.

- 13.2 Termination or expiry of this Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this Contract which existed at or before the termination date.
- 13.3 Where the Council exercises its rights to terminate the Contract (other than by way of clause 12.1.1) the Contractor shall indemnify the Council against any and all costs, liabilities, expenses, damages, claims, fines, charges, administration costs (including legal costs on a full indemnity basis) arising directly or indirectly from termination of the Contract.
- 13.4 Unless required to be retained by law at the end of the Contract (and howsoever arising) the Contractor shall forthwith deliver to the Council upon request all materials, documents, information data and access keys relating to the Contract in its possession or under its control or in the possession or under the control of any permitted sub-contractors or where agreed by the Council shall erase and instruct its sub-contractors to erase such information and in default of compliance with this clause the Council may recover possession thereof and the Contractor grants licence to the Council or its appointed agents to enter (for the purposes of such recovery) any Premises where any such items may be held.
- 13.5 Any Advanced Payment made to the Contractor for Goods and/or Services not delivered at the time of termination will be repayable to the Council on termination of this Contract.

14. Business Continuity

- 14.1 The Contractor must ensure that an up-to-date plan is in place to ensure that critical service activities can continue to be delivered following any event that causes an interruption to service provision (the "Business Continuity Plan").
- 14.2 The Contractor will, at all times, maintain and comply with the Business Continuity Plan, and ensure that it is, at all times, able to implement the Business Continuity Plan immediately upon an event occurring which the Business Continuity Plan is expressed to cover, or reasonably can be expected to cover.
- 14.3 The Contractor will ensure the Business Continuity Plan is created and maintained in accordance with good industry practice and reviewed regularly and updated during the Contract Term. The Contractor will update the Business Continuity Plan if at any time an amendment to it is reasonably required in order to reflect any changes to the Goods and/ or Services or any other material matters that have occurred.
- 14.4 The Council reserves the right to inspect the Business Continuity Plan and decide if it is acceptable. If the existing Business Continuity Plan is not acceptable then the Council has the right to request that the Business Continuity Plan be amended and provided in a specific format.

15. Dispute resolution

- 15.1 The provisions of clause 19 of the Framework Agreement shall apply to these Call-off Terms and Conditions with any reference to the words (1) "Framework Agreement" (2) Supplier and (3) Authority stated in the Framework Agreement being substituted for the purposes of these Call-off Terms and Conditions with the respective words of (1) "Contract" (2) "Contractor" and (3) "Council".

16. Notices

- 16.1 The provisions of clause 30 of the Framework Agreement shall apply to these Call-off Terms and Conditions with any reference to the words (1) "Framework Agreement" (2) Supplier and (3) Authority stated in the Framework Agreement being substituted for the purposes of these Call-off Terms and Conditions with the respective words of (1) "Contract" (2) "Contractor" and (3) "Council".

17. Variation

- 17.1 Except where specified in the Contract, no deletion from, addition to, or variation of this Contract shall be valid or of any effect unless agreed in writing by the parties.

18. Assignment and subcontracting

- 18.1 The Contractor shall not assign or sub-contract any of its rights or duties under the Contract without the consent in writing of the Council.

- 18.2 Should consent to sub-contract be given to the Contractor by the Council, the Contractor shall continue to remain liable for all acts, defaults or negligence howsoever caused by any sub-contractor. The Council may require a direct warrantee and undertaking from the subcontractor concerning the requirements and compliance with the Contract.

- 18.3 Should consent to sub-contract be given to the Contractor by the Council, the Contractor shall:

- 18.3.1 manage its subcontractors in accordance with good industry practice; and

- 18.3.2 shall not during the Contract Term enter into a subcontract with:

(a) any supplier that is on the debarment list on the basis of a mandatory exclusion ground within the meaning of the Procurement Act 2023 and associated regulations; or

(b) any supplier that is on the debarment list on the basis of a discretionary exclusion ground within the meaning of the Procurement Act 2023 and associated regulations, unless the Contractor has obtained the Council's prior written consent to the appointment of the relevant proposed subcontractor.

- 18.4.1 The Council may, in accordance with Section 72 of the Procurement Act 2023, require that the Contractor enters into a legally binding arrangement with the proposed subcontractor(s) within such reasonable period as may be specified by the Council. Where the Council has consented to the placing of sub-contracts, the Contractor shall, at the request of the Council, send copies of each sub-contract, to the Council as soon as is reasonably practicable.

- 18.4.2 If the Contractor does not enter into a legally binding agreement in accordance with clause 18.4.1 the Council may:

(a) terminate this Contract and the consequences of termination set out in clause 13 shall apply; or

(b) require the Contractor to enter into a legally binding agreement with an alternate subcontractor.

- 18.5 The Council will be entitled to assign, transfer, charge, hold on trust for any person and deal in any other manner with any of its rights under the Contract.

19. Force majeure

- 19.1 The Council shall have the right to defer the date of delivery or to cancel or suspend any Order of Goods and/ or Services in the event of its business being interrupted or restricted by force majeure, lockouts, strikes, industrial disputes, accidents, civil commotion, riot, war, fire, pandemics, epidemics or any other cause whatsoever beyond the control of the Council.

20. Waiver

- 20.1 The failure of either Party to insist upon strict performance of any provision of the Contract or the failure of either Party to exercise any right or remedy shall not constitute a waiver of that right or remedy. No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing and a waiver of any right or remedy arising from a breach of Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of Contract.

21. Severability

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

- 21.2 If any provision or part-provision of this Contract is deemed deleted under clause 21.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

22. Remedies cumulative

- 22.1 Unless otherwise provided in this Contract no single or partial exercise of any right or remedy by a Party shall prevent or restrict the further exercise of that or any other right or remedy.
- 22.2 Unless otherwise provided in this Contract, rights and remedies under this Contract are cumulative and do not exclude any rights or remedies provided by law in equity or otherwise.

23. Third party rights

- 23.1 Subject to clause 11.12, the Contracts (Rights of Third Parties) Act 1999 is expressly excluded from this Contract unless otherwise agreed.

24. Scope

- 24.1 Nothing in the Contract shall be construed as creating a partnership, a Contract of employment or a relationship of principal and agent between the Council and the Contractor.

25. Entire agreement

- 25.1 The Contract constitutes the entire agreement between the Parties relating to the subject matter of the Contract.
- 25.2 This Contract shall supersede any prior agreement with the Contractor, whether written or oral, and shall have precedence over any printed terms and conditions appearing on any acceptance form, delivery form or other documents or letters emanating from the Contractor. The Contractor's terms and conditions shall have no effect whatsoever, except insofar as they confirm the terms and conditions of this Contract.

26. Electronic Execution

- 26.1 Each party agrees that this Contract may be signed by each party's manuscript signature or seal or alternatively by electronic signature (whatever form the electronic signature takes) and that use of an electronic signature is as conclusive of the parties' intention to be bound by this agreement as if signed by each party's manuscript signature or seal.

27. Governing law

- 27.1 This 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.

28. Jurisdiction

- 28.1 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 this Contract or its subject matter or formation.

Annex 1 – Key Performance Indicators (KPIs)

The KPI's for this contract will as follows:

Description	Target (%)	G	A	R
Lateness to be at a minimal amount	90%	90%	89-85%	<85%
Continuity of staff i.e., same driver/escort	90%	90%	89-85%	<85%
Return of invoices - monthly	100%	100%	99-90%	<89%
Compliance of safeguarding and transport practice – this is to be observed during site inspections, when taxis arrive at schools for drop off or pick up	100%	100%	99-90%	<89%
Verification of training – desk top sampling, which will be matched against drivers and escorts noted on invoices	100%	100%	99-90%	<89%

“Consistent Failure” shall mean:

- (a) the Contractor obtaining a score of Amber on any one KPI three times over the Contract Term;

Annex 2

Variation Notice

Contract Ref:	Contract Title:
Date:	Title of Change:
Details of change:	
Reasons for change:	
Timetable:	
Price:	
Schedule of Payment:	
AUTHORISED ON BEHALF OF THE COUNCIL:	AUTHORISED ON BEHALF OF THE CONTRACTOR:
Organisation Coventry City Council	Organisation
Signature _____	Signature _____
Name _____	Name _____
Position _____	Position _____
Date _____	Date _____

Please reply within 28 days of the date of this variation notice confirming your agreement to the terms specified.

If Coventry City Council does not receive confirmation from you and you continue to invoice Coventry City Council, you will be deemed to have accepted the terms of the changes.

Schedule 6 CAPABILITY CRITERIA

1. The Capability Criteria may include (without limitation):
 - a. the Framework Provider's ability and willingness to undertake the type of Goods and/ or Services required by the Authority;
 - b. the Framework Provider's capacity, taking into account the value of the Goods and/ or Services already awarded to it under the Framework Agreement;
 - c. the Framework Provider's current or previous performance in providing the Goods and/ or Services (whether in relation to Contracts awarded to it under the Framework Agreement or otherwise);
 - d. the Framework Provider's capability to carry out the specific type of Goods and/ or Services required; and/ or
 - e. the Framework Provider's acceptance of the Call-Off Terms and Conditions for the proposed Goods and/ or Services.
2. The Framework Provider acknowledges that in determining whether it satisfies the Capability Criteria in respect of particular Goods and/ or Services, the Authority may have regard to:
 - a. the information provided by the Framework Provider in its Tender; and/or
 - b. any other information or knowledge that the Authority holds about the Framework Provider (whether obtained through market sources or otherwise), and which the Authority considers relevant.

Schedule 7 CONTRACT MANAGEMENT

1. Meetings

1.1 Type - Face to Face

1.2 Quorum - Transport Commissioning Officer, Passenger Transport Compliance Officer, Licensing Enforcement Officer, Taxi Operator

1.3 Frequency - Quarterly

1.4 Agenda - invoicing, quality and compliance

2. Reports

2.1 Electronic -

(a) Key Performance Indicators

(b) Issues

(c) Comments, compliments and complaints

2.2 Frequency - monthly

2.3 Circulation list - 

Schedule 8 FRAMEWORK AGREEMENT VARIATION PROCEDURE

1. Introduction

- 1.1 [Schedule 8](#) details the scope of the variations permitted and the process to be followed where the Authority proposes a variation to the Framework Agreement.
- 1.2 The Authority may propose a variation to the Framework Agreement under [Schedule 8](#) only where the variation does not amount to a material change in the Framework Agreement or the Goods.

2. Procedure for proposing a variation

- 2.1 Except where paragraph 5 applies, the Authority may propose a variation using the procedure contained in this paragraph 2.
- 2.2 In order to propose a variation, the Authority shall serve each Framework Provider with written notice of the proposal to vary the Framework Agreement (**Notice of Variation**).
- 2.3 The Notice of Variation shall:
- (a) contain details of the proposed variation providing sufficient information to allow each Framework Provider to assess the variation and consider whether any changes to the prices set out in its Pricing Matrices are necessary; and
 - (b) require each Framework Provider to notify the Authority within 10 Working Days of any proposed changes to the prices set out in its Pricing Matrices.
- 2.4 On receipt of the Notice of Variation, each Framework Provider has 10 Working Days to respond in writing with any objections to the variation.
- 2.5 Where the Authority does not receive any written objections to the variation within the timescales detailed in paragraph 2.4, the Authority may then serve each Framework Provider with a written agreement detailing the variation to be signed and returned by each Framework Provider within 5 Working Days of receipt.
- 2.6 On receipt of a signed agreement from each Framework Provider, the Authority shall notify all Framework Providers in writing of the commencement date of the variation.

3. Objections to a variation

In the event that the Authority receives one or more written objections to a variation, the Authority may:

- (a) withdraw the proposed variation; or
- (b) propose an amendment to the variation.

4. Changes to the Pricing Matrices

- 4.1 Where a Framework Provider can demonstrate that a variation would result in a change to the prices set out in its Pricing Matrices, the Authority may require further evidence from the Framework Provider that any additional costs to the Framework Provider will be kept to a minimum.
- 4.2 The Authority may require the Framework Provider to meet and discuss any proposed changes to the Pricing Matrices that would result from a variation.
- 4.3 Where a change to a Framework Provider's Pricing Matrices is agreed by the Authority, the Authority shall notify its acceptance of the change to the Framework Provider in writing.
- 4.4 In the event that the Authority and the Framework Provider cannot agree to the changes to the Pricing Matrices, the Authority may:
 - (a) withdraw the variation; or
 - (b) propose an amendment to the variation.

5. Variations that are not permitted

In addition to the provisions contained in paragraph 1.2, the Authority may not propose any variation that:

- (a) may prevent one or more of the Framework Providers from performing its obligations under the Framework Agreement; or
- (b) is in contravention of any Law.

Schedule 9 PROCESS FOR RE-OPENING OF FRAMEWORK AGREEMENT

The Initial Term of the Open Framework (as regulated by the Procurement Act) will be for the period of twelve (12) months from commencement. The Open Framework will be subject to reopening events annually from commencement to a maximum term of four (4) years.

Re-opening events will be published via the Central Digital Platform with the publication of a new Tender Notice (UK4) and via the Council's e-tendering platform. The re-opening events will be published annually in May, with awards made by the expiry date of the previous Framework Agreement.

Any Framework Provider entering onto the Open Framework for any year subsequent to the Initial Term will be required to enter into a new Framework Agreement with the Authority.

In accordance with Section 49(5) Open Frameworks of the Procurement Act 2023, when the Authority reopens the Open Framework to invite new suppliers, incumbent Framework Providers may be awarded a place on the subsequent Open Framework by reference to either:

- A tender relating to an earlier award of a framework under the scheme, or
- A tender relating to the current (reopening) award.

The Authority will engage with incumbent Framework Providers to understand on which basis they wish to participate, and the Framework Providers will be required to formally declare in writing on what basis they wish to participate in the reopening exercise.

Tenders received following a reopening event will be assessed in accordance with the methodology set out in the associated tender document Part 1 - Information Pack initially published on 12 May 2025, at "5. Evaluation and Award Process" and below and may result in Framework Providers that had previously been awarded Framework Agreement(s) not being awarded subsequent Framework Agreements.

Evaluation of Tenders for re-opening events

Evaluation Criteria

The evaluation process for re-opening events will be carried out in 2 stages:

Stage 1 - Conditions of Participation

The Procurement Act 2023 lists acceptable reasons for public bodies to consider your organisation's participation in this procurement ineligible:

- Section 19 - Award of public contracts following a competitive tendering procedure
- Section 26 - Excluding suppliers from a competitive award
- Section 27 - Excluding suppliers from a competitive flexible procedure
- Section 28 - Excluding suppliers by reference to sub-contractors
- Section 29 - Excluding a supplier that is a threat to national security
- Section 30 - Excluding suppliers for improper behaviour
- Schedule 6 - Mandatory Exclusion Grounds
- Schedule 7 - Discretionary Exclusion Grounds

For the purposes of this procurement, you will not be eligible if your organisation is in breach of this Sections/Schedules, unless the Council decides that it is in its general interest to consider you eligible. Eligibility in this instance is at the sole discretion of the Council.

There will be mandatory requirements and/or minimum standards (pass/fail criteria), of which failure to pass these will result in an invalid tender. Failure to meet the mandatory requirements, as detailed below, will exclude you from this procurement. Only tenderers that meet the mandatory requirements will be taken forward for full tender evaluation. Tenders who fail to meet the mandatory requirements will be disqualified from the tender process.

The Council reserves the right to reject an offer from a tenderer for the sole reason that the amounts which the tenderer proposes to charge are abnormally low, regardless of the other merits of that offer. If a tender appears to be low the Council is required to follow the process in Section 19 of the Procurement Act 2023.

The evaluation panel for this stage will consist of the Procurement Lead and where appropriate parts of this evaluation such as the 'Economic and Financial Standing' may be undertaken by other Council Officers e.g., an Accountant. The panel members may evaluate different sections of the tender dependent on their expertise but will be consistent in evaluating the same criteria for all tender submissions.

Only bidders passing all the Conditions of Participation will be considered for Stage 2.

Stage 2 - Award Criteria

All responses (which have passed the Stage 1 - Conditions of Participation) will be assessed against the Stage 2 - Award Criteria.

In line with Procurement Act 2023, Stage 2 of the evaluation process will be evaluated and awarded using a method known as Most Advantageous Tender (MAT), i.e., tenders may be evaluated and awarded based on non-cost as well as cost factors. Where enhanced standards are considered, they will be weighted alongside all the evaluation criteria and scored accordingly.

The evaluation panel for this stage will consist of a minimum of two Council officers for the quality questions. However, the panel members may evaluate different sections of the tender dependent on their expertise but will be consistent in evaluating the same criteria for all tender submissions. The Procurement Lead will evaluate the Net Price responses.

Evaluating officers will first consider if a tender is compliant and that instructions in the Associated Tender Document(s) have been followed. If this is not the case, then the Council will consider whether the tender should be excluded. If excluded the tenderer's submission will not be considered any further and will be excluded from the rest of the process.

Scores are determined following the application of the Award Criteria (set out below) to the tenderer's submission. Evaluating officers can only evaluate based on the information provided to them in the tender submission.

Any tenderers not meeting the specified minimum consensus score (if applicable) in Stage 2 may be disqualified. If disqualified, the tenderer's submission will not be considered any further and will be excluded from the rest of the process.

Award Criteria	Sub-Criteria	Weighting
Conditions of Participation		Pass / Fail
Financial Criteria		50.00%
Pricing Schedule	Mileage Rate	45.00%
Pricing Schedule	Escort Hourly Rate	5.00%
Quality Criteria		50.00%
5.1	Compliance	20.00%
5.2	Safeguarding	15.00%
5.3	Health & Safety	15.00%
	TOTAL	100.00%

Schedule 10 DATA PROCESSING SCHEDULE

Description	Details
Subject matter of the processing	The Supplier processes the Personal Data in order to perform their duties under the contract namely COV-22140 Taxi Framework.
Duration of the processing	The Supplier will process the Personal Data for as long as the Contract is in place with the Council. Thereafter the Supplier will cease processing the Personal Data and at the written direction of the Council delete or return Personal Data (and any copies of it) to the Council on termination of the Contract unless the Supplier is required by law to retain the Personal Data.
Nature and purposes of the processing	To facilitate the fulfilment of the Supplier's obligations arising under this Contract including: • Ensuring effective communication between the Supplier and the Council • Maintaining full and accurate records arising under this Contract in accordance with the Data Protection Clause outlined in the Terms and Conditions of Contract.
Type(s) of Personal Data	• Names (e.g. users of the service, personnel) • Home address • Gender • Contact Information • Any other data as may be reasonably necessary to perform duties under the Contract including any specific medical requirements and special requirements that may affect the how the service user is supported • Contact details, and communications with, Subcontractor staff concerned with fulfilment of the Supplier's obligations arising from this Contract
Categories of Data Subjects	Service Users
Plan for return or destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	The Supplier will process the Personal Data for as long as the Contract is in place with the Council. Thereafter the Supplier will cease processing the Personal Data and at the written direction of the Council delete or return Personal Data (and any copies of it) to the Council on termination of the Contract unless the Supplier is required by law to retain the Personal Data.

