



Agreement for the provision of

Rawnsley Park Landscape Improvements

Incorporating and Amending the Terms and Conditions of the

JCT Minor Works Building Contract 2016 Edition

This Agreement is made the 14 August 2025

Between **The Employer:** Bristol City Council of City Hall, College Green, Bristol BS3 9FS

And **The Contractor** Construction
Services_____

_____ (Company No.
358137833__)[1]

of /whose registered office is at 42 Howes Close, Bristol, Avon, BS30 8SB, United
Kingdom_____

Recitals

Whereas

First the Employer wishes to have the following work carried out [2].

[Improvement of football area; installation of new surfacing and landscaping; and the installation of outdoor furniture.

at **[Rawnsley Park, Beaumont Terrace, St Jude's, Bristol BS5 0TD]**
(‘the Works’) under the direction of the Landscape Architect or Contract
Administrator
referred to in Article 3;

Second the Employer has had the following documents prepared which show and describe the work to be done:

The drawings include:

- BCC_RWN_002 Rev A Project Overview Document_Landscape
- BCC_RWN_100 (Whole Site Plan)
- BCC_RWN_101 Rev A (Clearance & Excavation C2)
- BCC_RWN_102 Rev A (General Arrangement GA2)
- BCC_RWN_501 Pricing Schedule_Landscaping Works
- BCC_RWN_503 NBS Landscape Improvements Specification [4][5]
- Rawnsley Park – Service Checks 19.06.2024
- TOPO_Rawnsley Park 220124 EDITED

those documents together with this Agreement, the Conditions, the Priced Specification, Priced Work Schedule or Priced Schedule of Rates as referred to in the Fourth Recital, and where applicable the Contractors tender submission documents (collectively ‘the Contract Documents’) [5] are attached at Annex 1 to this Agreement; [6]

Third the Contractor has supplied the Employer with a with a copy of the Priced Specification or Priced Work Schedules or Priced Schedule of Rates; [4]

Fourth for the purposes of the Construction Industry Scheme (CIS) under the Finance Act 2004), the status of the Employer is, as at the Base Date, the stated in the Contract particulars;

- Fifth** for the purposes of the Construction (Design & Management) Regulations 2015 (the 'CDM Regulations') the status of the project that comprises and includes the Works is stated in the Contract Particulars;
- Sixth** where so stated in the Contract particulars. This Contract is supplemented by the Framework Agreement identified in those particulars.
- Seventh** whether any of the Supplemental provisions 1 to 6 apply is stated in the Contract Particulars;

Articles

Now it is hereby agreed as follows

Article 1A

The Parties have agreed that this Agreement shall incorporate and amend the terms and conditions contained within the Draft JCT Minor Works Building Contract 2016 Edition (JCT MW 16) (**attached at Annexure 2**).

For the avoidance of doubt this Agreement:

- a. incorporates the JCT MW 16 Recitals, as may be amended by this Agreement;
- b. it incorporates the JCT MW 16 Articles, as may be amended by this Agreement;
- c. it incorporates the JCT MW 16 Contract Particulars, as may amended this Agreement;
- d. it incorporates and amends the JCT MW 16 Conditions and Schedules as, amended by Schedule 1A of this Agreement; and
- e. it adds Additional Conditions to the JCT MW 16 Conditions as set out in Schedule 1A of this Agreement.

Article 1: Contractor's obligations

The Contractor shall carry out and complete the Works in accordance with the Contract Documents.

Article 2: Contract Sum

The Employers will pay the Contractor at the times and in the manner specified in the Conditions the VAT-exclusive sum of

[insert sum in words][__Twenty nine thousand and two hundred and forty four pounds and eighty five pence._____]

(£29,244.85_____.)(the Contract Sum') or, such other sum as becomes payable under this Contract.

Article 3: Architect/ Contract Administrator

For the Purposes of this Contract the Landscape Architect/Contract Administrator [7] is **Mena Shah**_____

of ___ Bristol City Council

or, if she ceases to be the Landscape Architect/Contract Administrator, such other person as the Employer nominates (such nomination to be made within 14 days of the cessation). No replacement appointee as Architect and/or Contract Administrator shall be entitled to disregard or overrule any certificate, opinion, decision, approval or instruction given by any predecessor in that post, save to the extent that the predecessor if still in the post would then have had power under this Contract to do so.

Article 4: Principal Designer

The Principal Designer for the purposes of the CDM Regulations is the Landscape Architect/Contract Administrator

(or) [8] ___ **Susy Feltham**

of ___ Bristol City Council

or such replacement as the Employer at any time appoints to fulfil that role.

Article 5: Principal Contractor

The Principal Contractor for the purposes of the CDM Regulations is the Contractor

(or) [8] ___ **Adrian Mathias**

of _____ Construction
Services _____

or such replacement as the Employer at any time appoints to fulfil that role.

Article 6: Adjudication

If any dispute or difference arises under this Contract either Party may refer it to adjudication in accordance with clause 7.2. [9]

Article 7: Arbitration

Article 7 does not apply, subject to the exceptions set out below. Where the expectations apply, any disputes between that Parties shall be referred to arbitration in accordance with the JCT 2016 edition of the Construction Industry Model Arbitration Rules (CIMAR) [11]. The exceptions to the Article are:

- Any disputes or differences arising under or in respect of the Construction Industry Scheme or VAT. To the extent that legislation provided another method of resolving such disputes or differences; and
- Any disputes or differences in connection with the enforcement of any decision of an adjudicator.

Article 8: Legal proceedings [10]

Subject to Article 6 and (where it applies to Article 7), the English courts shall have jurisdiction over any dispute or difference between the Parties which arises out of or in connection with this Contract.

Contract Particulars

<i>Clause etc.</i>	<i>Subject</i>	
Fourth Recital and Schedule 2 (paragraphs 1.1, 1.2, 1.5, 1.6, 2.1 and 2.2)	Base Date	10 days before the Works commencement date.
Fifth Recital and clause 4.2	Construction Industry Scheme (CIS)	Employer at the Base Date is a 'contractor' for the purposes of the CIS
Fifth Recital	CDM Regulations [12]	the project is not notifiable
Sixth Recital	Framework Agreement (if applicable) State date, title and parties.	N/A
Seventh Recital and Schedule 3	Supplemental Provisions [13] (Where neither entry against one of Supplemental Provisions 1 to 6 below is deleted, that Supplemental Provision applies.)	
	Collaborative working	Supplemental Provision 1 applies
	Health & safety	Supplemental Provision 2 applies
	Cost savings and value improvements	Supplemental Provision 3 applies
	Sustainable development and Environmental considerations	Supplemental Provision 4 applies
	Performance Indicators and monitoring	Supplemental Provision 5 applies

Notification and negotiation of disputes		Supplemental Provision 6 applies
Where Supplemental provision 6 applies, the Respective nominees of the Parties are		Employer’s nominee Level One - routine issues Mena Shah _____ Level Two -significant issues Susy Feltham____ _
		Contractor’s nominee Level One- routine issues adrian mathias Level Two- significant issues N Mathias Or such replacement as each party may notify to the other from time to time
Article 7	Arbitration If neither entry is deleted, Article 7 and Schedule 1 do not apply if disputes and differences are to be determined by arbitration and not by legal proceedings. It must be stated that Article 7 and Schedule 1 apply [14]	Article 7 and Schedule 1 (Arbitration) do not apply
2.2	Works commencement date	__8 th September____ 2025____
2.2	Date of Completion	__8 th November____ 2025____ or such later date for completion as is fixed under clause 2.8
2.8	Liquidated damages	at the rate of __N/A_____
2.10	Rectification Period (This period is 3 months unless a different period is stated)	12 months from date of practical completion[16]
4.3	Interim payments – Interim[17] payments – interim Valuation Dates Valuation Date is one month after the Works commencement date specified in these particulars (against the reference to clause 2.3) and thereafter at monthly intervals.)	The first interim Valuation date is one month after Works commencement date and thereafter at intervals of 1 month.

4.3	<p>Payments due prior to the practical completion - percentage of the total value of work etc. (The percentage is 95 per cent unless a different rate is stated)</p>	Ninety five per cent (95%)[16]
4.3	<p>Payments become due on or after practical completion - percentage of the total amount be paid to the Contractor (The percentage is 97½ per cent unless a different rate is stated)</p>	<p>One hundred per cent[16] (100%)</p>
4.3 and 4.8	Fluctuations provision	Schedule 2 (Contribution, levy and tax changes) does not apply
4.3 and 4.8	Percentage addition for Schedule 2 (paragraph 13) (if applicable)	Schedule 2 does not apply
4.8.1	Supply of documentation for computation of amount to be fully certified(the period is 3 months unless a different period is stated.)	<p>One (1) months [16] from the date of practical completion</p>

5.3	Contractor's Public Liability insurance: injury to persons or property – the required level of cover is not less than	£5 million (£5,000,000) for any one occurrences or series of occurrences arising out of one event
	Contractor's Employer Liability Insurance - the required level of cover is not less than	£10 million (£10,000,000) for any one occurrences or series of occurrences arising out of one event
5.4, 5.5 & 5.6	Insurance of the Works etc. – provisions [18]	alternative Clause 5.4 (Works insurance by contractor) applies
5.4 and 5.5	Percentage to cover professional fees (If no other percentage is stated, it shall be 15 percent)	Fifteen per cent (15%) per cent
5.6	Insurance arrangements – details of are set out in the following document(s)	[Invitation to Tender (BCC)]
7.2	Adjudication [19]	The Royal Institution of Chartered Surveyors is to nominate an adjudicator
	Nominating body – where no Adjudicator is named or where The named adjudicator is unwilling or unable to act (whenever that is established adjudication)	The Adjudicator is to be nominated by the Technology and Construction Solicitors' Association (TeSCA)
Schedule 1 (paragraph 2.1) Arbitration – appointer of Arbitrator		Article 7 and Schedule 1 (<i>Arbitration</i>) does not apply.

Attestation

Note on Execution

This Agreement should be executed by both the Employer and the Contractor either under hand or as a deed. As to the main factor relevant to that choice, see the Guidance Notes in Annexure 2.

Execution under hand

If this Agreement is to be executed under hand, use the form set out on the following page. Each Party or his authorised representative should sign where indicated. in the presence of a witness who should then sign and set out his name and address.

Execution under hand

As witness

Signed by or on behalf of
The Employer

Bristol City Council

Mena Shah

Signed by:
Mena Shah
C6439142F6BA498...

Date: 14 August 2025

In the presence of:

DocuSigned by:
Richard Fletcher
E4E994A3A4EB457...

Date: 15 August 2025

witness' signature

Richard Fletcher

witness' name

witness address

Bower Ashton depot, Kennel Lodge Rd, Bristol

Signed for and on behalf of

the Contractor

construction services

Adrian Mathias

Signed by:
Adrian Mathias
4B0E55C26D6A49A...

Date: 14 August 2025

in the presence of:

Signed by:
N Mathias
4E705A1E60C3440...

Date: 14 August 2025

witness' signature

Nichola Jeanette Mathias

witness' name

witness' address

42 Howes close bs30 8sb

**SCHEDULE 1A - AMENDMENTS AND ADDITIONAL CONDITIONS TO THE JCT MINOR WORKS
CONTRACT 2016**

AMENDMENTS TO THE CONDITIONS AND SCHEDULES CONTAINED WITHIN THE JCT MW 16 AT
ANNEXURE 2.

<u>SECTION 3 – CONTROL OF WORKS – Clause No</u>	<u>Sub-contracting</u>
3.3.2.3	At the end of sub-clause 3.3.2.3 delete the full stop and insert “; and”
3.3.2.4	Insert the following new sub-clause 3.3.2.4:- the final date for payment of an interim payment under the sub-contract shall be no later than 30 days from its due date, and the final date for payment of the final payment under the sub-contract shall be no later than 28 days from its due date.
3.3.3	Insert the following new sub-clause 3.3.3:- As and when reasonably requested to do so by the Contract Administrator, the Contractor shall produce for inspection documentary evidence that its sub-contractors are receiving payment by the final dates for payment pursuant to sub-clause 3.3.2.4.
<u>SECTION 4 PAYMENT – Clause No</u>	<u>Interim Payments dates and certificates</u>
4.3	Delete the final sentence of clause 4.3 and insert the following:- Subject to clause 4.5.3, the final date for payment of each interim payment shall be 30 days from its due date.
[4.3	Insert in the clause heading after the word “Interim” the words: “and final” Delete on lines 2 the words “the date 7 days after” Insert after the word “clause” in line 15 the words “4.3.4 and” Delete in line 16 the words “14 days from its due date” and replace with: “30 days from the date on which the Employer received the Contractor’s VAT invoice.”
4.3.3	Insert new clause 4.3.3: “The Contractor shall supply to the Employer (and copied to the Architect/Contract Administrator) not later than 2 Business Days following the issue of any Interim Certificate or the Final Certificate as the case may be, an invoice for the amount stated as being due to the Contractor in the relevant certificate, plus VAT at the applicable rate (“VAT invoice”).”

4.3.4	<p>Insert new clause 4.3.4:</p> <p>“Should the Contractor fail to issue its VAT invoice in accordance with clause 4.3.3, then the final date for payment of any sum due to the Contractor pursuant to clause 4.3 shall be delayed by such period of delay and until such time as the Employer receives the Contractor’s VAT invoice.”</p>
4.4.2.3	<p>Insert new clause 4.4.2.3:</p> <p>“the Contractor shall at the date of issuing its Payment Notice also issue to the Employer (and copied to the Architect/Contract Administrator) its VAT invoice for the sum stated to be due in its Payment Notice.”</p>
4.5	<p>Delete in line 17 the words “5 days” and replace with:</p> <p>“1 day”]</p>

ADDITIONAL CONDITIONS (IN ADDITION TO THOSE CONDITONS CONTAINED WITHIN THE JCT MW 2016 AT ANNEXURE 2.

Insert the following new Additional Conditions

Additional Condition 1: Blacklist

- i. Without prejudice to any other right or remedy it may possess, the Employer may terminate the Contractor’s employment under this Contract by written notice with immediate effect if on or after the commencement of the Works there is any finding, by a court, tribunal or other public body exercising similar functions, against the Contractor regarding the use or compilation of a Blacklist by or on behalf of the Contractor, except in situations where the finding exclusively relates to activity that took place before the commencement of the Works and the Contractor can demonstrate to the Employer’s reasonable satisfaction that

at and from the commencement of the Works Blacklists have no longer been used or compiled by or on behalf of the Contractor.

- ii. For the purposes of Clause 1 “**Blacklist**” shall mean a list which:
 - (a) contains details of persons who: (i) are or have been members of trade unions or persons who are taking part or have taken part in the activities of trade unions, and/or (ii) have incurred disapproval or suspicion or are to be boycotted or otherwise penalised; and
 - (b) is compiled with the view to being used by employers or employment agencies for the purposes of discrimination in relation to recruitment or treatment of workers.

Additional Condition 2: Equal Opportunities

- i. The Contractor hereby agrees to comply with the Equalities Act 2010 and shall not practice any form of discrimination on the grounds of colour, race, ethnic or national origins.
- ii. The Contractor shall demonstrate to the Employer that it has a policy to comply with its statutory obligations under all legislation relating to discrimination and equalities and, accordingly, will not treat any individual or group of people less favourably than others because of their age, any disability, gender (including transgender issues), sexual orientation, race, (including nationality, cultural or ethnic background) religion or belief in relation to decisions to recruit, train or promote its employees.
- iii. If there should be any findings of unlawful discrimination made against the Contractor by any court or industrial tribunal, or an adverse finding in any formal investigation by any Equalities Commission, the Contractor shall take appropriate steps to prevent repetition of the unlawful discrimination. The Contractor shall also notify the Employer immediately in writing as soon as it becomes aware of any investigation or proceedings brought against the Contractor under any equalities legislation and keep the Employer informed of the details of any such investigation or proceedings as they develop.
- iv. The Contractor shall on request provide the Employer with details of any steps taken under Clause 3(iii).
- v. The Contractor shall observe as far as possible any relevant code of practice issued by any Equalities Commission from time to time and provide the Employer with such information as it may reasonably require to assess the Contractor’s compliance with such Code.
- vi. The Employer as a local authority is under the following additional duties in carrying out its functions. When carrying out the Works and other activities under this Contract the Contractor shall co-operate with the Employer in any way the Employer may require to enable the Employer to fulfil its duties under any relevant legislation.
- vii. The Contractor shall provide to the Employer, on request, statistics relating to the composition of its workforce.

- viii. The Contractor shall ensure that any sub-contractor it appoints complies with Clause 3.

Additional Condition 3: Anti-bribery provisions

- i. In this Clause 3:

Bribery Act: means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;

Contractor Party: means the Contractor's agents and contractors, including each sub-contractor;

Contractor Personnel: means all employees, agents, consultants and contractors of the Contractor or of any sub-contractor; and

Prohibited Act: means the following constitute Prohibited Acts:

to directly or indirectly offer, promise or give any person working for or engaged by the a financial or other advantage to:

- induce that person to perform improperly a relevant function or activity; or
- reward that person for improper performance of a relevant function or activity; or
- to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Contract;

committing any offence:

- under the Bribery Act;
- under legislation creating offences concerning fraudulent acts;
- at common law concerning fraudulent acts relating to this contract or any other contract with the Employer or
- defrauding, attempting to defraud or conspiring to defraud the Employer.

The Contractor:

- i. will not, and will procure that the Contractor Party and the Contractor Personnel will not, in connection with this Contract commit a Prohibited Act;
- ii. warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Employer, or that an agreement has been reached to that effect, in connection with the execution of this Agreement, excluding any arrangement of which full details have been disclosed in writing to the Employer before execution of this Agreement.
- iii. The Contractor shall, if requested, provide the Employer with any reasonable assistance, at the Employer's reasonable cost, to enable the Employer to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act;

- iv. If any breach of Clause 3(ii) is suspected or known, the Contractor must notify the Employer immediately. If the Contractor notifies the Employer that it suspects or knows that there may be a breach of Clause (3)(ii), the Contractor must respond promptly to the Employer's enquiries, co-operate with any investigation, and allow the Employer to audit books, records and any other relevant documentation. This obligation shall continue for 12 years following the expiry or termination of this Agreement.
- v. The Employer shall be entitled by notice to the Contractor to terminate the Contractor's employment under this Contract if the Contractor or the Contractors Personnel commit a Prohibited Act. Such right to terminate the Contractor's employment is in addition to the Employer's right to terminate

Additional Condition 4: Freedom of Information

This Clause 4 should be read and construed in conjunction with Schedule 3 section 7 (Transparency)

- i. The Contractor acknowledges that the Employer is subject to the requirements of the FOIA and the Environmental Information Regulations. The Contractor cooperates with and assists the Employer so as to enable the Employer to comply with its information disclosure obligations.
- ii. In this Clause:

"Environmental Information Regulations" means the Environmental Information Regulations 2004 and any guidance and/or codes of practice issued by the Information Commissioner in relation to such regulations;

"FOIA" means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation;

"Information" has the meaning given under section 84 of the Freedom of Information Act 2000; and

"Request for Information" means a request for information or an apparent request under the Code of Practice on Access to government Information, FOIA or the Environmental Information Regulations.

- iii. The Contractor:
 - (a) transfers to the Employer all Requests for Information that it receives as soon as practicable and in any event within two working days of receiving a Request for Information;
 - (b) provides the Employer with a copy of all Information in its possession or power in the form that the Employer requires within five working days (or such other period as the Employer may specify) of the Employer's request;
 - (c) provides all necessary assistance as reasonably requested by the Employer to enable the Employer to respond to the Request for Information within the time for

compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations; and

(d) procures that its sub-contractors do likewise.

- iv. The Employer is responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.
- v. The Contractor does not respond directly to a Request for Information unless authorised to do so by the Employer.
- vi. The Contractor acknowledges that the Employer may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of information Act 2000, be obliged to disclose Information without consulting or obtaining consent from the Contractor or despite the Contractor having expressed negative views when consulted.
- vii. The Contractor ensures that all Information is retained for disclosure throughout the period for retention and permits the Employer to inspect such records as and when reasonably requested from time to time.

Additional Condition 5: Audit

- i. The Contractor will keep and maintain until twelve years after the date of this Agreement, or as long a period as may be agreed between the parties, full and accurate records of the Agreement including:
 - a) the goods, works and services provided under it;
 - b) all expenditure reimbursed by the Employer; and
 - c) all payments made by the Employer.
- ii. The Contractor will on request afford the Employer or the Employer's representatives access to such records as may be required in connection with this Agreement.

Additional Condition 6: Compliance with Anti-Slavery and Human Trafficking Laws and Policies

In performing its obligations under the agreement, the Contractor shall:

1. 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; and
2. have and maintain throughout the term of this agreement its own policies and procedures to ensure its compliance; and
3. 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
4. require that any subcontractors and suppliers shall 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.

Additional Condition 7: Social Value and Sustainability

The Contractor shall comply with the [Social Value and] Sustainability obligations set out in Annexure 3.

Additional Condition 8: Data Protection

Where personal data is being processed both Parties shall comply with their respective obligations under the Data Protection Legislation as set out in Annexure 4. The Contractors shall not process Personal Data except as set out in accordance with Annexure 4.

Annexure 1

Contract Documents

[Within Tender Documents Published]

Annexure 2 – Draft JCT MW 2016



Annexure 2 - Draft
JCT MW 2016.pdf

Annexure 3 – Social Value and Sustainability

1. Definitions and Interpretation

1.1. In this Schedule:

1.1.1. references to Paragraphs are references to Paragraphs of this Schedule unless stated otherwise and/or the context indicates otherwise;

1.1.2. for the avoidance of doubt, no interest shall be due on any sums paid or repaid by the Council to the Provider pursuant to this Schedule;

1.1.3. if any provision of this Schedule conflict with any other provisions of this Contract, the other provisions of this Contract shall take precedence over the provisions of this Schedule; and

1.1.4. the following terms shall have the following meanings:

Alternative Evaluator	has the meaning given in clause 2.2
Commencement Date	the date on which this Contract is stated to commence under the main terms and conditions of this Contract, unless no such date is stated in which case [the earlier of the date of this Contract and the date on which the Provider commences providing the Obligated Goods/Works/Services];
Contract Year	as defined in the main body of the Contract or where not so defined any 12 month period starting on the Commencement Date and on each anniversary of the Commencement Date;
5. Council	6. Bristol City Council;
7. Difference Payment	8. has the meaning set out in Paragraph 3.2.2;
9. Extension	10. any extension to the Initial Term;
11. Financial Proxy Value	the financial proxy value of the Social Value Measures as calculated by: a) the SVP; or b) the Alternative Evaluator;
12. Further SV Measures	has the meaning set out in Paragraph 4.1.1;

13. Health and Sustainability Requirements	the health and sustainability requirements set out in the document headed “Health and Sustainability Requirements” included in the Annex to this Schedule;
Initial Term 14.	15. as defined in the main body of the Contract or where not so defined the term of the Contract as set out in the main body of the Contract without any extensions to that term;
ITT	16. the invitation to tender (or equivalent) issued by the Council to bidders to invite them to tender for this Contract. For the avoidance of doubt, where this Contract is awarded under a framework agreement, the relevant invitation to tender shall be, in the case of a: (a) direct award, the invitation to tender in respect of the framework agreement; or (b) mini or further competition, the invitation to participate in such mini or further competition, howsoever defined or presented, unless such invitation to participate was silent as to social value in which case the invitation to tender in respect of the framework agreement shall apply as if such Contract was a direct award;
Missing SV Measures Value	17. the Financial Proxy Value of the proportion of SV Measures that have not been achieved in accordance with paragraph 3.1
Obligated Goods/Works/Services	any goods, works and/or services the Provider is obliged to provide or ensure are provided under this Contract (and for the avoidance of doubt, services shall include the operation of a concession);
Payments Value	the value of the payments (price / charges / fees, etc) due to the Provider under this Contract for the Obligated Goods/Works/Services, which, for the avoidance of doubt, may be zero;
18. Percentage of SV Measures	the percentage of SV measures attained, calculated by multiplying the percentage indicated in the table in

	paragraph 3 of this Schedule A by the Financial Proxy Value;
19. Provider	20. the party contractually liable for providing the majority of goods/works/services (services shall include the operation of a concession) under this Contract (unless this party is the Council, in which case, the Provider shall be the party responsible for providing the next largest amount of goods/works/services under this Contract after the Council);
21. Quarter	22. each 3-month period of the Term (the first quarter commencing on the Commencement Date);
23. Sustainability Report	24. has the meaning set out in Paragraph 7.1;
25. SV Measures	<p>26. as the context requires, the social value measures the Provider:</p> <p>27. a) committed to providing in its Tender; and/or</p> <p>28. b) is obliged to provide under this Contract (including any Further SV Measures and, if agreed to by the Council in writing in advance, any alternative social value measures of the same financial value¹ as social value measures that were tendered).</p>
29. SVP	30. means Social Value Portal Limited, with company number 09197997, the company operating the social value portal more particularly described at: https://socialvalueportal.com/ ;
31. SVP Fee	32. the fee payable to the SVP annually (as determined from time to time by the SVP) in respect of each year of the Term for valuing / measuring /monitoring and reporting on the SV Measures;
33. Tender	34. The tender submitted by the Provider in response to the ITT, including its submission to the SVP and all accompanying method statements (and for the avoidance of doubt this shall include any submissions

¹ Calculated in accordance with the financial proxy value allocated to the relevant measures by the SVP (or the Council or any body nominated by the Council to carry out this valuation)

	in respect of social value and health and sustainability taking into account the Health and Sustainability Requirements);
35. Term	<p>as defined in the main body of the Contract or where not so defined the period of the Initial Term as may be varied by:</p> <p>a) any extension;</p> <p>b) the earlier termination of this Contract in accordance with its terms; and</p>
36. Year 1	37. means the 12-month period commencing on the Commencement Date and “ Year ” followed immediately by any other numeral has a corresponding meaning but by reference to the relevant anniversary of the Commencement Date.

38. Part 1 - Social Value

2. SVP Fees and required information

2.1. The Provider shall:

2.1.1. pay the SVP Fee to the SVP within 2 weeks of the Commencement Date and within 2 weeks of each anniversary of the Commencement Date thereafter during the Term; and

2.1.2. provide the SVP with all information and assistance required to value, measure and monitor and report on whether the Provider has provided the SV Measures, including inputting all required data into the SVP within 2 weeks of the end of every Quarter of this Contract.

2.2. If for any reason(s), the Council decides to itself (or through its appointee, including in place of the SVP) value, measure and monitor and report on whether the Provider has provided the SV Measures (**Alternative Evaluator**), the references to 'SVP' in paragraph 2.1 shall be read as references to 'the Alternative Evaluator':

2.3. Regardless of any other provision of this Contract, if the Provider does not comply with its obligations under Paragraph 2.1, the Provider shall be deemed to not have provided any SV Measures in respect of the Contract Year(s) to which the non-compliance relates, for the purposes of determining compliance with Paragraph 3.1 below.

2.4. If there is any disagreement as to whether the Service Provider's obligations under Paragraph 2.1 has been met:

2.4.1. where the SVP is involved, its determination on the disagreement shall be final and binding on both parties to this Contract.

2.4.2. where an Alternative Evaluator has been appointed, the disagreement shall be subject to the dispute resolution provisions included in this Contract.

2.5.

3. SV Measures

3.1. The Provider shall provide the SV Measures during the Term in accordance with the tables set out in this Paragraph 3:

Initial Term	Percentage of SV Measures that must be provided by the earlier of the end of Year 1 or the	Percentage of SV Measures that must be provided by the earlier of the end of Year 2 or the	Percentage of SV Measures that must be provided by the earlier of the end of Year 3 or the	Percentage of SV Measures that must be provided by the earlier of the end of Year 4 or the	Percentage of SV Measures that must be provided by the earlier of the end of Year 5 the
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	expiry of the Term	expiry of the Term	expiry of the Term	expiry of the Term	expiry of or the Term
1 year or less	100% ²	N/A	N/A	N/A	N/A
2 years or less (but more than 1 year)	30%	100%	N/A	N/A	N/A
3 years or less (but more than 2 years)	20%	60%	100%	N/A	N/A
4 years or less (but more than 3 years)	10%	20%	60%	100%	N/A
5 years or less (but more than 4 years)	10%	20%	40%	60%	100%

Initial Term	Percentage of SV Measures that must be provided by the earlier of the end of Year 2 or the expiry of the Term	Percentage of SV Measures that must be provided by the earlier of the end of Year 4 or the Term	Percentage of SV Measures that must be provided by the earlier of the end of Year 6 or the expiry of the Term	Percentage of SV Measures that must be provided by the earlier of the end of Year 8 or the expiry of the Term	Percentage of SV Measures that must be provided by the earlier of the end of Year 10 or the expiry of the Term
6 years or less (but	20%	60%	100%	N/A	N/A

² Note to BCC Procurement Officer – these percentages can be amended to reflect the needs of the procurement

more than 5 years)					
7 years or less (but more than 6 years)	10%	20%	60%	100%	N/A
8 years or less (but more than 7 years)	10%	20%	60%	100%	N/A
9 years or less (but more than 8 years)	10%	20%	40%	60%	100%
10 years or longer ³ less (but more than 9 years)	10%	20%	40%	60%	100%

3.2. Where the Provider does not comply with one or more of its obligations under paragraph 3.1 and:

3.2.1. the Payments Value is greater than the Missing SV Measures Value, the Payments Value shall be reduced by the Missing SV Measures Value, until such date as the Provider provides the Missing SV Measures.

3.2.2. the Missing SV Measures Value is greater than the Payments Value, the Provider shall pay to the Council the difference between the Payments Value and Missing SV Measures Value (the “**Difference Payment**”) within 7 days of receiving a notification to this effect from Council. If the Provider provides the Missing SV Measures (or if agreed to by the Council in writing in advance alternative social value measures of the same financial value⁴ as the Missing SV Measures) within 3 months of the expiry of the Term, the Council shall repay the Difference Payment to the Provider.

³ If the contract is for longer than 10 years, bespoke amendments should be made to this table to reflect this

3.3. The Council shall decide who will determine whether the Provider's obligations under Paragraph 3.1 have been met.

4. Extensions

4.1. Where the Initial Term is extended:

4.1.1. the Provider shall provide x percent in value of further social value measures during the Extension ("**Further SV Measures**"), where the value of such Further SV Measures is calculated by multiplying x percent by the Financial Proxy Value applicable to the Initial Term;

4.1.2. the value of x shall be equal to the percentage increase in the value of the Contract due to the Extension; and

4.1.3. all Further SV Measures must be proportionate to this Contract and related to the subject matter of this Contract. The SVP Fee will remain payable by the Provider each year.

Worked Example:

Value of Initial Term of 4 years - £100k

Value of Extension of 1 year – £25k (x is 25%)

Total contract length (Initial Term plus Extension) – 5 years for £125k total

Financial Proxy Value to be provided during the Initial Term – £80,000

Financial Proxy Value to be provided during the Extension - £20,000 (25% of £80,000)

Total Financial Proxy Value to be provided during the whole Term of the Contract (Initial Term plus Extension) – £100,000

4.1.4. Where the Initial Term has been extended, the date by which the Provider shall be obliged to provide the Further SV Measures under Paragraph 3.1 shall be calculated by substituting the length of the Initial Term with the length of the Extension and the references to Years 1,2,3 etc. of the Initial Terms shall be construed as references to years 1,2,3 etc. of the Extension.

Worked Example:

Initial Term – 4 years

Extension – 2 years

During the Extension:

30% of Further SV Measures to be provided by the end of the first year of the Extension;

100% of Further SV Measures to be provided by the end of the second year of the Extension.

Part 2 – Health and Sustainability

5. Provider's Compliance

5.1. The Provider shall ensure that it complies with:

5.1.1. the Health and Sustainability Requirements and any other environmental requirements/standards included in this Contract; and

5.1.2. any health and sustainability obligations included in the Provider's Tender.

6. General Health and Sustainability Requirements

6.1. The Provider shall in performing its obligations under this Contract:

6.1.1. ensure energy consumption and associated carbon emissions are kept to a minimum; and

6.1.2. minimise the release of air pollutants and other substances damaging to health and the environment taking into account factors including the locations from which materials are sourced, transport of materials, work-related travel by Provider personnel, emissions from Provider offices and equipment.

6.2. Where requested in the Health and Sustainability Requirements, the Provider shall:

6.2.1. ensure that it has in place and operates a suitable environmental management system for managing its environmental risks and opportunities (and provide reasonable evidence of such system being in place and operated to the Council within 2 weeks of the Commencement Date and each anniversary of the Commencement Date), which as a minimum must:

6.2.1.1. assess the environmental impact of all past, current and future operations;

6.2.1.2. specify steps to continuously improve environmental performance; and

6.2.2. produce a carbon reduction plan and/or a climate change resilience plan of reasonable quality, comply with such plan(s), update such plan(s) annually and provide copies of such plan(s) and evidence of its compliance with such plans within 2 weeks of each anniversary of the Commencement Date; and

6.2.3. when providing the Obligated Goods/Works/Services:

6.2.3.1. identify which materials can be re-used or recycled;

6.2.3.2. estimate the total quantity and approximate value of the materials that can be re-used or recycled; and

6.2.3.3. estimate the percentage of the materials identified that the Provider intends to re-use or recycle; and

6.2.4. require its personnel to be trained in environmental matters.

7. Health and Sustainability Monitoring

7.1. Where requested by the Council, and within 2 weeks of each anniversary of the Commencement Date, the Provider shall complete and submit to the Council a report in relation to the Obligated Goods/Works/Services provided, which shall contain sufficient information to enable the Council to assess whether the Provider's obligations in this Part 2 – Health and Sustainability have been complied with (the **"Health and Sustainability Report"**).

7.2. Where a Health and Sustainability Report is required under Paragraph 7.1, it shall include in relation to the Obligated Goods/Services/Works details of:

7.2.1. the health and sustainability requirements, including improvements identified by the Provider, new policies or targets adopted to reduce the health and sustainability impact of the Provider's operations and contributions towards any Council environmental policies or targets; and

7.2.2. reasonable evidence that the Provider has complied with any health and sustainability obligations included in its Tender and/or included in this Contract.

8. Audit and Remedies

8.1. The Council may audit the Provider's compliance with this Part 2 – Health and Sustainability, and if such audit contains details of material breach(es) by the Provider of its obligations under this Part B, the Provider shall reimburse the Council's reasonable costs incurred in carrying out such audit.

8.2. If the Provider materially breaches its obligations under this Part 2, the Council may terminate this Contract on 1 month notice and such termination shall be treated as a termination due to the Provider's breach under this Contract.

8.3. If the Provider breaches its obligations under this Part 2, the Council may withhold 5% of any monies due under this Contract to the Provider (the **"Withholding Amount"**). The Council shall pay the Withholding Amount to the Provider if the Provider remedies such breach within 1 year of the expiry of this Contract.

Sustainability Requirements

1. Any party that submits a tender for the Contract in response to this ITT shall be deemed to have agreed to comply with the obligations included in these Sustainability Requirements and agreed to these Sustainability Requirements being incorporated into the Contract (and if the Contract contains a Specification shall form part of that Specification).
2. These Sustainability Requirements shall only apply so far as they are relevant to the performance by the Provider of its obligations under the Contract.
3. The following terms shall have the following meanings in these Sustainability Requirements:

Contract	the contract to be entered into by Bristol City Council and the winning bidder following the conclusion of this procurement;
Council	Bristol City Council;
Cost Prohibitive	means where the total cost of the Contract to the Provider is increased by more than 5% due to the difference in price between the environmentally preferable goods/works/services and the standard goods/works/services;
Government Buying Standards	Government Buying standards set out at Sustainable procurement: the Government Buying Standards (GBS) - GOV.UK (www.gov.uk) as updated from time to time and including any successor standards;
Obligated Goods/Works/Services	Any goods, works and/or services (including any the provision of any concession) the Provider is obliged to provide or ensure are provided under the Contract;
Provider	the party contractually liable for providing the majority of goods/works/services (including any the provision of any concession) under the Contract (unless this party is the Council, in which case, the Provider shall be the party responsible for providing the most good/works/services under the Contract after the Council);
Site	Any site on which the Provider is obliged to ensure Works are carried out pursuant the Contract; and
Single Use Plastic Items	Single-use plastic items are plastic items that are used once, or for a short period of time, before being thrown away.

General

4. When providing any Obligated Goods/Works/Services the Provider shall:
 - a. Ensure all Obligated Goods/Works Services comply with the relevant Government Buying Standards imposed on central government departments;
 - b. Ensure all materials used are certified as sustainable by a reputable body where such certification is available;
 - c. In the performance of the Contract not to produce or import plastic packaging with less than 30% (by weight per item) recycled content; and
 - d. as far as reasonably possible in the performance of the Contract:
 - i. raw material use is minimised;

- ii. the use of energy, water and other resources is minimised;
 - iii. waste is minimised by reducing the amount produced including by minimising use of Single Use Plastic Items, re-using where possible any waste produced and recycling any waste.
- 5. The Provider shall ensure all vehicles used in the performance of the Contract meet all applicable environmental regulations relating to engine tuning and emissions, and all vehicles shall meet the emission standards (as updated from time to time and including any successor standards) required to not be charged if the vehicles were driven in Bristol's Clean Air Zone ([View a map of Bristol's Clean Air Zone - bristol.gov.uk](https://www.bristol.gov.uk/clean-air-zone)), except where there are exceptional circumstances and the Council has agreed in writing in advance.
- 6. The Provider shall, where required, in relation to the Contract provide reasonable assistance to the Council in carrying out its implementation of Environmental Management System ISO14001 at no cost to the Council.

Energy Management

- 7. The Provider shall ensure energy consumption is kept to a minimum in the performance of the Contract.

Construction and Waste Management

- 8. Where the Obligated Goods/Works/Services include works and/or involve waste, the Provider shall:
 - a. clean out and remove from any Site all rubbish within a week of any certificate of practical completion being issued in relation to any Works the Provider is obliged to ensure are provided under the Contract;
 - b. shall not allow rubbish to accumulate on any Site and shall ensure any Site is clean and tidy at the end of each day;
 - c. ensure any waste is removed via a licensed waste carrier and transported to a waste or recycling centre with an environmental permit or permit exemption;
 - d. ensure all relevant legally required waste documentation (including waste transfer note (as referred to in this link [Dispose of business or commercial waste: Waste transfer notes - GOV.UK \(www.gov.uk\)](https://www.gov.uk/guidance/dispose-of-business-or-commercial-waste)) or hazardous waste consignment notes (as referred to in this link [Hazardous waste: Consignment notes - GOV.UK \(www.gov.uk\)](https://www.gov.uk/guidance/hazardous-waste-consignment-notes) as amended and any successor) if applicable shall be fully completed and retained by the Provider for a minimum of 2 and 3 years respectively from the date of issue, and made available to the Council and/or the Project Manager during this time period within 7 days of request for such documentation at no cost;
 - e. keep waste to a minimum by doing everything the Provider reasonably can to prevent, reuse, recycle or recover waste (in that order) (in accordance with this link [get help to do this](#)); and
 - f. ensure that no waste should be sent to landfill unless there is no viable alternative.

9. The Provider shall ensure where timber products are used in the performance of the Contract all timber used is certified by the Forest Stewardship Council (FSC) (or any successor body).

Food and Catering

10. If the Obligated Goods/Services/Works includes food or catering, the Provider shall where the value of the Contract is:
 - a. less than £213,477 (two hundred and thirteen thousand, four hundred and seventy seven pounds) including VAT (including any extension) the Provider shall have in place on the earlier of the date of the Contract and the date on which the Provider commences providing the catering the relevant Bristol Eating Better Gold Award or equivalent and maintain such award/standards for the duration of the Contract.
 - b. more than £213,477 (two hundred and thirteen thousand, four hundred and seventy seven pounds) including VAT (including any extension) and the Contract is for the provision of catering, within 12 months of the earlier of the date of the Contract and the date on which the Provider commences providing the catering have been awarded the Soil Association's Food For Life Served Here (FFLSH) silver award or equivalent and maintain such awards/standards for the duration of the Contract.
 - c. less than £213,477 (two hundred and thirteen thousand, four hundred and seventy seven pounds) including VAT (including any extension) and the Contract is for the provision of Food, within 12 months of the earlier of the date of the Contract and the date on which then Provider commences providing the food have been awarded the Food For Life Supplier Scheme or equivalent.

Parks and Gardens

11. Where the Provider's performance of its obligations under the Contract relates to parks or gardens:
 - a. when performing the Contract the Provider must comply with all central government guidance relating to invasive non-native plants (including [Invasive non-native \(alien\) plant species: rules in England and Wales - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/publications/invasive-non-native-plant-species-rules-in-england-and-wales)); and
 - b. all plant containers supplied under the Contract or used in the performance of the Contract must be reusable, recyclable or biodegradable.

Annexure 4

Processing, Personal Data and Data Subjects

New definitions:

Data Protection Legislation: (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 subject to Royal Assent to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy.

Data Protection Impact Assessment: an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer take the meaning given in the GDPR.

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

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

DPA 2018: Data Protection Act 2018.

GDPR: the General Data Protection Regulation (Regulation (EU) 2016/679).

LED: Law Enforcement Directive (Directive (EU) 2016/680).

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

Sub-processor: any third Party appointed to process Personal Data on behalf of the Processor related to this Contract.

New clause:

1. Data Protection

- 1.1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the Council is the Controller and the Supplier is the Processor. The only processing that the Processor is authorised to do is listed in 05 by the Controller and may not be determined by the Processor.
- 1.2. The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.

- 1.3. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:
 - 1.3.1. a systematic description of the envisaged processing operations and the purpose of the processing;
 - 1.3.2. an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - 1.3.3. an assessment of the risks to the rights and freedoms of Data Subjects; and
 - 1.3.4. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 1.4. The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Contract:
 - 1.4.1. process that Personal Data only in accordance with 0 , unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
 - 1.4.2. ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:
 - 1.4.2.1. nature of the data to be protected;
 - 1.4.2.2. harm that might result from a Data Loss Event;
 - 1.4.2.3. state of technological development; and
 - 1.4.2.4. cost of implementing any measures;
 - 1.4.3. ensure that:
 - 1.4.3.1. the Processor Staff do not process Personal Data except in accordance with this Contract (and in particular 0);
 - 1.4.3.2. it takes all reasonable steps to ensure the reliability and integrity of any Processor Staff who have access to the Personal Data and ensure that they:
 - 1.4.3.2.1. are aware of and comply with the Processor's duties under this clause;
 - 1.4.3.2.2. are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
 - 1.4.3.2.3. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless

directed in writing to do so by the Controller or as otherwise permitted by this Contract; and

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

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

1.4.4.1. the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;

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

1.4.4.3. the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and

1.4.4.4. the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;

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

1.5. Subject to clause 1.6, the Processor shall notify the Controller immediately if it:

1.5.1. receives a Data Subject Request (or purported Data Subject Request);

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

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

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

1.5.5. receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or

1.5.6. becomes aware of a Data Loss Event.

1.6. The Processor's obligation to notify under clause 1.5 shall include the provision of further information to the Controller in phases, as details become available.

1.7. Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation

and any complaint, communication or request made under clause 1.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:

- 1.7.1. the Controller with full details and copies of the complaint, communication or request;
 - 1.7.2. such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - 1.7.3. the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - 1.7.4. assistance as requested by the Controller following any Data Loss Event;
 - 1.7.5. assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 1.8. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- 1.8.1. the Controller determines that the processing is not occasional;
 - 1.8.2. the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - 1.8.3. the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 1.9. The Processor shall allow for audits of its data processing activity by the Controller or the Controller's designated auditor.
- 1.10. The Processor shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 1.11. Before allowing any Sub-processor to process any Personal Data related to this Contract, the Processor must:
- 1.11.1. notify the Controller in writing of the intended Sub-processor and processing;
 - 1.11.2. obtain the written consent of the Controller;
 - 1.11.3. enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 1 such that they apply to the Sub-processor; and
 - 1.11.4. provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.

- 1.12. The Processor shall remain fully liable for all acts or omissions of any Sub-processor.
- 1.13. The Controller may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).
- 1.14. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice to the Processor amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Annexure 5 Processing, Personal Data and Data Subjects

1. The Processor shall comply with any further written instructions with respect to processing by the Controller.
2. Any such further instructions shall be incorporated into this Annexure.

Description	Details
Subject matter of the processing	<i>[This should be a high level, short description of what the processing is about i.e. its subject matter]</i>
Duration of the processing	<i>[Clearly set out the duration of the processing including dates]</i>
Nature and purposes of the processing	<p><i>[Please be as specific as possible, but make sure that you cover all intended purposes.]</i></p> <p><i>The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</i></p> <p><i>The purpose might include: employment processing, statutory obligation, recruitment assessment etc]</i></p>
Type of personal data	<i>[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]</i>
Categories of Data Subject	<i>[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]</i>
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<i>[Describe how long the data will be retained for, how it be returned or destroyed]</i>

