

Dated:

Between

NOTTINGHAM CITY COUNCIL

and

INSPIRE CULTURE LEARNING & LIBRARIES (MIDLANDS) T/A INSPIRE

Contract

for the provision of a courier service

THIS CONTRACT is made between

PARTIES

- 1) **NOTTINGHAM CITY COUNCIL** whose address for the purposes of this Contract is Loxley House, Station Street, Nottingham, NG2 3NG ("the Council")
- 2) **Culture Learning & Libraries (Midlands) T/A Inspire** incorporated and registered in England as a Community Benefit Society under the Co-operative and Community Benefit Societies Act 2014 with registration number 7139 whose registered office is at County Library HQ, Glaisdale Parkway, Nottingham NG8 4GP (Inspire) ("the Contractor").

BACKGROUND

- A) Following a notification from the Nottingham City Council Facilities Management (FM) team regarding their decision to terminate the existing courier contract, the libraries team initiated a process to obtain quotations from four potential suppliers. This included an invitation to Inspire, as well as an attempt to engage FM to reconsider their decision.
- B) None of the approached courier companies expressed interest in tendering for the contract, and FM also declined due to capacity constraints and the complexity of the required service.
- C) Inspire Libraries submitted a quotation that was comparable to the 2023/24 FM contract value. Given that City and County Libraries share resources and book stock and Inspire operates its own in-house van delivery courier service, they are uniquely positioned to effectively fulfil the requirements of this contract.

WHEREAS

- 1 The Council wishes to have provided the Services set out in the Contract and has appointed the Contractor to supply the Services.
- 2 The Contractor shall provide the Services in accordance with the provisions of the Contract.

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

- 1 The Contract constitutes the sole agreement between the Council and the Contractor for the provision of Services.
- 2 The Contractor shall provide the Services in accordance with the provisions of the Contract and to the satisfaction of the Council for the Contract Period.

Where to be signed

AS WITNESS the hands of the parties

SIGNED for and on behalf
of the Council

SCODS

Post Details:

Communities Team Leader

In the presence of:

Signature:

kharto

Name:

MRS KAM HART

Address:

NOTTINGHAM CENTRAL LIBRARY
103-11 Carrington Street, Nottingham
NG1 7FH

SIGNED for and on behalf
of the Contractor

HEWZ

Post Details:

ASSISTANT CEO

In the presence of:

Signature:

KESAM

Name:

KATHARINE SAY

Address:

THE OLD BAKERY
41D CHURCH ST
CROPWELL BISHOP
NG2 3BY

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PART A - OPERATIVE PROVISIONS

A1. DEFINITIONS

"Authorised Officer"	the person duly appointed by the Council and notified in writing to the Contractor to act as the representative of the Council for the purpose of the Contract stated in the Contract Particulars or as amended from time to time and in default of such notification the Council's head of procurement or similar responsible officer.
"Business Day"	any day other than a Saturday or Sunday or a public or bank holiday in England.
"Commencement Date"	the commencement date stated in the Contracts Particulars as 01/10/2025.
"Confidential Information"	any information which has been designated as confidential by either party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the Services, the business, affairs, properties, assets, trading practices, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either party, all personal data and sensitive personal data (within the meaning of the DPA) and commercial sensitive information.
"Contract"	the agreement in respect of the provision of the Services consisting of the following listed documents which shall be read as one document. In the event of ambiguity, conflict or contradictions between these documents the conflict will be resolved according to the following order of priority:

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

“Contractor”

the contractor and where applicable this shall include the contractor’s employees, sub-contractors, agents, representative, and permitted assigns and, if the contractor is a consortium or consortium leader, the consortium members.

“Contract Manager”

the person named in the Contract Particulars as the Contract Manager and any replacement from time to time in accordance with clause B6.2.

“Contract Particulars”

the specific core terms agreed between the parties with regard to the Services which shall include but not be limited to the Pricing Schedule, Delivery Instructions, Commencement Date, Authorised Officer, Contract Manager, Key Personnel, Contract Period, and the Specification and relevant contract specific details of the Tender included in the document. The Contract Particulars are set out in Schedule 1 to these Standard Terms and Conditions.

“Contract Period”

the period of the Contract as stated in the Contract Particulars (and any extension in accordance with clause B1.2)

“Control”

control as defined by section 416 of the Income and Corporation Taxes Act 1988.

“Council”

the Council named in the Contract Particulars and where the context so admits includes any

person which takes over or assumes the statutory functions or administrative responsibilities of the Council (whether in part or totally) or which is controlled by or is under common control with the Council (and the expression "control" shall mean the power to direct or cause the direction of the general management and policies of the person in question but only for so long as such control exists).

"DPA"

The Data Protection Act 2018

"Delivery Instructions"

the instructions provided in the Contract Particulars and any other information that the Council considers appropriate to the provision of the Services.

"EIR"

The Environmental Information Regulations 2004.

Expiry Date

31/03/2027

"FOIA"

The Freedom of Information Act 2000.

"Force Majeure"

any cause materially affecting the performance by a party of its obligations under this Contract arising from any act beyond its reasonable control and affecting either party, including without limitation: acts of God, war, (subject to clause H6.1) industrial disputes, protests, fire, flood, storm, tempest, epidemic, explosions, acts of terrorism and national emergencies.

"GDPR"

means (a) the General Data Protection Regulations (Regulation (EU) 2016/679) which came into force on 25 May 2018 and (b) any equivalent legislation amending or replacing the General Data Protection Regulations (Regulation (EU)

2016/679)

“Good Industry Practice”

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

“HRA”

The Human Rights Act 1998.

“Intellectual Property Rights”

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

“Key Personnel”

those persons named in the Contract Particulars as being key personnel and any replacement from time to time under clause B6.1.

“Law”

any applicable Act of Parliament, sub-ordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the Royal Prerogative, enforceable Community right within the meaning of section 2 of the European Communities Act 1972, bye-law, regulatory policy, guidance or industry code, judgement of a relevant court of law, or directives or requirements of any regulatory body of which the Contractor is bound to comply.

“Liabilities”

all costs, actions, demands, expenses, losses,

damages, claims, proceedings, awards, fines, orders and other liabilities (including reasonable legal and other professional fees and expenses) whenever arising or brought.

“Order”

an order for Services to be provided where the Contract is identified in the Contract Particulars to be delivered by call off.

“Price”

the price of the Services as set out in the Contract Particulars. Unless otherwise stated, any reference to Price shall be regarded as being exclusive of properly chargeable VAT which shall be separately accounted for.

“Pricing Schedule”

the schedule from the Tender detailing the pricing as detailed in the Contract Particulars.

“Services”

the services described in the Specification to be supplied by the Contractor in accordance with the Contract together with all equipment required and any associated goods provided by the Contractor in relation to those services.

“Specification”

the specification included in the Contract setting out the Council’s detailed requirements in relation to the Services.

“Standard Terms and Conditions”

the terms and conditions set out in this document, including the Schedule(s) to this document.

“Tender”

the Contractor’s tender for the Services in response to the Council’s Invitation to Tender. The Tender is incorporated in the Contract as if fully set out in a further Schedule to these Standard Terms and Conditions.

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

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

A2. HEADINGS

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

A3. NOTICES

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

A3.2 Any notice served personally will be deemed to have been served on the day of delivery, any notice sent by post will be deemed to have been served 48 hours after it was posted, save where the deemed date of service falls on a day other than a Business Day in which case the date of service will be the following Business Day.

A4. ENTIRE AGREEMENT

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

PART B - SPECIFICATION OF SERVICES

B1 CONTRACT PERIOD

- B1.1 The Contract shall commence on the Commencement Date and subject to clause B1.2 shall continue for the Term.
- B1.2 The Council may extend this Contract beyond the Initial Term by a further period as stated in the Contract Particulars. If the Council wishes to extend this Contract, it shall give the Contractor three (3) months' written notice of such intention before the expiry of the Initial Term.
- B1.3 If the Council gives such notice, and is accepted by the Contractor, then the Term shall be extended by the period set out in the notice.
- B1.4 If the Council does not wish to extend this Contract beyond the Initial Term, this Contract shall cease on the expiry of the Initial Term.

Scope of Contract

- B1.5 The purpose of this contract is to specify the required Services, standards and constraints on how the Services should be provided. It will be used by the courier service to demonstrate how the Service will be undertaken, to ensure that all specified requirements are met.
- B1.6 Through signing of this contract, both parties commit to working together in the spirit of collaboration, mutual respect, honesty and integrity to achieve the objectives, whilst contributing to the wider ambitions of Nottingham City Council and offering a quality service to citizens.

B.2 Services

- B2.1 The service is for the delivery and collection of library materials and resources; primarily books, and on occasion other items including portable computer and IT equipment, display materials and furniture.
- B2.2 The service will include the delivery and collection of music scores and drama scripts on behalf of the Council's Nottingham Performing Arts Library Service.
- B2.3 The scope of such items cannot exceed 25kg and will be suitable for one-person manual handling in line with the Council's Health & Safety policy. For boxes and/or items in excess of this weight the Contractor will ask for assistance from the Council delivery site.

- B2.4 The Contractor will collect stock items, sort into relevant library locations and deliver to specified locations in line with Schedule 1.
- B2.5 The service will include keyholding for the library buildings to enable collection and delivery outside of library opening hours.
- B2.6 The service will operate at the following locations:
- 15 Citywide Libraries
 - HMP Nottingham
 - Whitemoor Unit
 - County Library HQ at Glaisdale Parkway
 - On an ad hoc basis other Council buildings and other sites within the city boundary by prior agreement e.g. Lakeside Arts, Nottingham University.

B.3 Service Assumptions

- B3.1 The hours of operation for the Contractor will be Monday to Friday inclusive between the hours of 07:00 and 18:00. The client can expect the service to run through 52 weeks of the year, with exceptions of any Bank or Public Holidays and the period between Christmas Eve and New Year's Day. Should a typical collection / drop off day fall on a public holiday, the Council can expect the service to resume on the next working day. This should not affect service delivery and can be agreed at service level to prevent any disruption to business as usual.
- B3.2 The time of the delivery of the Services is of essence to the Contract.
- B3.3 The Contractor will deliver and collect library materials between the libraries according to the agreed Schedule. All collection points are to be on the ground floor, unless there is a suitable goods lift for trade on site.
- B3.4 All main Library sites detailed in Schedule 1 will receive a collection / delivery service either three, four or five days a week. Other library sites will receive a minimum collection / delivery service once a fortnight.

A proposed schedule is provided in Schedule 1 and changes will not be permitted unless agreed prior to service delivery by both parties.

B4 Service Delivery Expectations

The following detailed service parameters are covered under this Contract:

- B4.1 The Contractor will use one of their team of identifiable drivers to deliver the service. The Contractor will endeavour to ensure a regular employee is assigned to this service to encourage continuity and development of relationships with staff within the Authority's Library Services. In such cases of holiday periods and sickness, a suitable representative will be provided.
- B4.2 The Contractor will ensure that all drivers are reliable, trustworthy and are of good character with good interpersonal skills and do not have any unspent conviction relating to crimes of theft, dishonesty, violence or motoring offences.
- B4.3 Staff will be required to wear the Contractor's branded dress code with an identification badge provided by the Contractor. There is an expectation for staff to be dressed in a suitable and professional manner while undergoing their work in Nottingham City Libraries. It is also recommended that protective equipment is provided to meet with any health and safety requirements. The Contractor shall be responsible for providing such equipment and clothing.
- B4.4 The vehicle used will be of a suitable size, be kept in a clean condition and be roadworthy, carrying appropriate MOT certification and insurances. In keeping with Nottingham City Council Policy, it shall be a no-smoking area vehicle.
- B4.5 The average number of boxes or similar items transported at any one time will not exceed 100 units. Each box will average approximately 60cm x 30cm x 30cm.
- B4.6 The Contractor shall replace an unavailable vehicle with a suitable hire vehicle within a reasonable timeframe. The Contractor will inform the Council if a continuity of service at all times is not possible.
- B4.7 Library stock will be sorted daily by the Contractor to enable materials to be delivered to libraries at the earliest opportunity. Stock for County Libraries will be sorted, boxed and deposited at Glaisdale Parkway for onward transportation by County courier service. An average of 210 boxes will be carried and sorted daily.
- B4.8 There may be an increase in respect of the number of boxes being collected or delivered at various times during the Contract period, particularly following Bank Holiday periods. The Contractor will ensure that any increase in work can be resourced on these occasions.
- B4.9 The Contractor will understand that flexibility of service is essential. By prior arrangement, this may include such matters as the re-scheduling of routes at short notice by the Council representatives, the inclusion of non-public library stops e.g. University, college libraries within Nottingham or the removal of small items of furniture or other 'Library related goods' between City Libraries. It will also include any planned or emergency library refurbishments

and large-scale discards. Any requests outside of the Schedule will incur additional costs which the Contractor will provide to the Council prior to work commencing.

- B4.10 Library materials will be mainly transported in open topped stackable boxes or packed in cardboard boxes. (as per B4.5) A trolley will be provided by the Contractor used to wheel items between van and library. Drivers should ensure that vehicles are not overloaded and that all boxes are secured safely so that they do not move in transit. Drivers should also have been adequately trained in manual handling. Each box may hold up to approximately 40 books. Details of the dimensions of the boxes are detailed in B4.5 above.

B5 Security

- B5.1 The Service to be delivered will involve either the key holding of city library buildings or access to the key box codes and the appointed employee will be expected to enter the buildings outside of public opening hours in order to perform this Service.
- B5.2 Access to Central Library will mainly be conducted in operational hours. Where access is needed out of hours, this will need to be pre-arranged due to the security arrangement of the site.
- B5.3 The Contractor shall ensure that the keys and codes are securely held at all times. It is expected that keys will be kept locked on secure company property when not in use. The Contractor shall be accountable for the safe keeping of the keys and codes. The Contractor shall have in place a clear reporting and signing out system of the keys so that their whereabouts are known at all times. Risk assessments and method statements will be the responsibility of the Contractor but shared with the Library Service prior to service commencement.
- B5.4 The Contractor shall be responsible for ensuring buildings are left in a locked and secure state. This will include the de-activation of security alarms on entry and re-activation on leaving buildings,
- B5.5 The Contractor shall be liable for any false activation of alarm systems only if caused by them and is repeated more than once per quarter per site.
- B5.6 The Contractor shall be liable where there is any loss or damage incurred to Council Property as a result of a failure, for whatever reason, to ensure the property is kept secure.
- B5.7 The Contractor shall be responsible for any lost keys and shall immediately advise the Library Service where this happens. Where it is considered that locks need to be changed as a result of the loss of keys, then the Contractor shall be liable for the new lock and replacement key costs.

- B5.8 Stock and materials collected at Libraries on one day for onward transmission to another library the following day will either be left on the van overnight or stored at Inspire HQ. Courier vans will be parked securely overnight at Inspire HQ. The responsibility for safely transporting library materials in transit rests with the Contractor.

B6 CONTRACT MANAGEMENT

- B6.1** For the purpose of this Contract, the Authorised Officer and Key Personnel will be:

- a) For the Council:

Sandra Edis; Community Libraries Manager

- b) For the Contractor:

Liz Guildford; Programmes, Buildings & Logistics Manager

- B6.2** The Contractor shall employ a competent and authorised Contract Manager empowered to act on behalf of the Contractor for all purposes connected with the Contract. The Contractor shall give notice in writing to the Council of any change in the identity, address and telephone numbers of the person appointed as Contract Manager.
- B6.3** The Council will have the right to observe the Contractor's performance of the Services if the Services are not being performed on the Council's premises.
- B6.4** The Council will request the Contractor to log service performance as specified in Schedule 1.
- B6.5** If the Contractor at any time becomes aware of any act or omission, or proposed act or omission by the Council which prevents or hinders, or may prevent or hinder, the Contractor from performing the Services in accordance with the Contract, the Contractor shall inform the Council and the Council may, at its absolute discretion, extend the period of the Contract accordingly.
- B6.6** If the Contractor at any time becomes aware of any material matter that could affect the performance of the Services in accordance with the Contract, the Contractor shall inform the Council immediately.

B6.7 If the Contractor has a change in Control, the Contractor shall inform the Council as soon as reasonably practicable.

B6.8 The Council retains the Contractor for the performance of the Services on a non-exclusive basis.

B7 WARRANTY

B7.1 The Contractor warrants to the Council that the Services will be provided:

B7.1.1 in a proper, skilful and workmanlike manner;

B7.1.2 by a sufficient number of appropriately qualified, trained and experienced personnel with a high standard of skill, care and diligence and in accordance with Good Industry Practice;

B7.1.3 in accordance with the Contract and any descriptions provided by the Contractor;

B7.1.4 to the reasonable satisfaction of the Authorised Officer;

B7.1.5 that agency staff will be used for any replacements for the Key Personnel and shall be of at least equal status and/or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services. The cost of effecting such replacement shall be borne by the Contractor; and

B7.1.6 in a way that the Contractor takes every reasonable precaution to safeguard the Council's property entrusted to the care of the Contractor.

B7.2 The Contractor warrants to the Council that to the extent that any goods, equipment or consumables are provided as part of the Services they will:

B7.2.1 be free from defects in design, material and workmanship; and

B7.2.2 be so formulated, designed, constructed, finished and packaged as to be safe and without risk to health.

B7.3 Without prejudice to the Council's rights to terminate under clause D1.2, if any of the Services supplied are not in accordance with the Contract, the Council shall be entitled to:

B7.3.1 require the Contractor to provide replacement Services in accordance with the Contract as soon as reasonably practicable and in any event within fourteen (14) days of a request to do so; or

B7.3.2 subject to clause E2 require repayment of the proportion of the Price which has been paid in respect of such Services.

B8 CONTRACTOR'S STAFF

B8.1 The Council reserves the right under the Contract to refuse to admit to, or to withdraw permission to remain on, any premises occupied by or on behalf of the Council:

B8.1.1 any member of the Contractor's staff; or

B8.1.2 any person employed or engaged by a sub-contractor, agent or servant of the Contractor

whose admission or continued presence would be, in the reasonable opinion of the Council, undesirable. The Contractor will investigate any issues raised by the Council.

B8.2 When directed by the Council, the Contractor shall provide names who it is expected may require admission in connection with the Contract to any premises occupied by or on behalf of the Council, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Council may reasonably desire.

B8.3 The Contractor's staff, engaged within the boundaries of any of the Council's premises, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when at that establishment and when outside that establishment.

B8.4 The decision of the Council as to whether any person is to be refused access to any premises occupied by or on behalf of the Council shall be final and conclusive.

B8.5 The Contractor shall replace any of the Contractor's staff who the Council reasonably decides have failed to carry out their duties with reasonable skill and care. Following the removal of any of the Contractor's staff for any reason, the Contractor shall ensure such person is replaced promptly with

another person with the necessary training and skills to meet the requirements of the Services.

B8.6 The Contractor shall bear the cost of or costs arising from any notice, instruction or decision of the Council under this clause.

PART C - PRICE AND PAYMENT

C1. PRICE AND PAYMENT

- C1.1 The Council shall pay the Price for the Services to the Contractor. The contract will be for 2 years, with an option of +1-year extension, and will be paid as per the pricing schedule.
- C1.2 Payment will be made in monthly payments in arrears
- C1.3 Invoices will detail what the Contractor has delivered that month to indicate they have met the requirements of the Contract.
- C1.4 The pricing schedule is subject to change as the Council is currently undergoing a review of the library services.

Period	Payments	Total Cost (Maximum)
Year 1	6 monthly payments: £4,111.88 Payments made in arrears	£24,671.30
Year 2	1 st monthly payment: 1 x £4,224.40, thereafter 11 x £4,221.00. Payments made in arrears	£50,655.40
Option of +1-year extension	TBC	TBC

PART D - TERMINATION AND CONSEQUENCES OF TERMINATION

D1. TERMS and TERMINATION

- D1.1 This agreement shall commence on the Effective Date and shall (subject to earlier termination under clauses D1.2 and H6) terminate automatically on 31/03/2027, unless an extension to the Initial Term has been agreed.
- D1.2 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of (14) days after being notified in writing to do so;
- (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (d) the other party's financial position deteriorates to such an extent that in the terminating party's reasonable opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

D1.3 Without affecting any other right or remedy available to it, either party may terminate the agreement by giving 3 months written notice.

The Contractor may terminate if the Council fails to pay any amount due under the agreement on the due date for payment and after notifying the Contractor of the breach in writing, the Council has failed to remedy within 30 days of such notification.

D1.4 On termination of the agreement for whatever reason:

- (a) the Contractor shall promptly return all Materials to the Council and shall provide to the Council an electronic copy of all content the supplier has retained during this contract;
- (b) the Council shall immediately pay to the Contractor all of the Contractor's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Contractor may submit an invoice, which shall be payable immediately on receipt;

D1.5 Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.

D1.6 Termination or expiry of this agreement 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 the agreement which existed at or before the date of termination or expiry.

D2. DISPUTE RESOLUTION PROCEDURE

D2.1 If a dispute arises between the Council and the Contractor in connection with the Contract, the parties shall each use reasonable endeavours to resolve such dispute by means of prompt discussion at an appropriate managerial level.

D2.2 If a dispute is not resolved within fourteen (14) days of referral under clause D2.1 then either party may refer it to the Chief Executive or appropriate nominated officer of each party for resolution who shall meet for discussion within 14 days or longer period as the parties may agree.

D2.3 A dispute not resolved to the satisfaction of both parties in accordance with clauses D2.1 and D2.2, shall next be referred at the request of either party to a mediator appointed by agreement between the parties within 14 days of one party requesting mediation with the costs of mediation determined by the mediator.

D2.4 Nothing in this clause shall preclude either party from applying at any time to the English courts for such interim or conservatory measures as may be considered appropriate.

D3. SURVIVAL

D3.1 The following clauses will survive termination or expiry of the Contract: Clause D1 (Terms and Termination), Clause F1 (Intellectual Property), Clause F2 (Confidentiality and Publicity), Clause F3 (Data Protection), Clause F4 (Freedom of Information), Clause F5 (Record Keeping and Monitoring), Clause H5 (Severability), and Clause G3 (Governing Law and Jurisdiction).

PART E - INSURANCE AND LIABILITIES

E1. INSURANCE

E1.1 The Contractor shall affect and maintain with a reputable insurance company a policy or policies of insurance providing which may be incurred by the Contractor, arising out of the Contractor's performance of its obligations under the Contract, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Contractor. Such insurance shall be maintained for the Contract Period.

E1.2 The Contractor shall put in place:

- (a) Employer's Liability: £5,000,000
- (b) Public Liability: £1,000,000
- (c) Product Liability: £1,000,000 (which for the avoidance of doubt is only required if product liability is not included in the Providers Public Liability)
- (d) Motor - at least the minimum legal insurance cover (third party only)

E1.3 The Contractor shall prior to the Commencement Date and on each anniversary of the Commencement Date and/or upon request, provide details of such insurances to the reasonable satisfaction of the Council and ensure that all premiums relating to such insurances have been paid.

- E1.4 For the avoidance of doubt the Contractor shall be liable to make good any deficiency in the event that the proceeds of any insurance are insufficient to cover the settlement of any claim relating to this agreement.

E2. INDEMNITY AND LIABILITY

- E2.1 The following matters shall not be the subject of any exclusion or limitation of liability:
- E2.1.1 death or personal injury caused by a party's negligence (but neither party will be liable for death or personal injury caused by the other party's negligence);
 - E2.1.2 fraudulent misrepresentation;
 - E2.1.3 the Contractor's liability to the Council for any direct loss of or damage to the real or personal property of the Council or any third party, including Intellectual Property Rights and against all Liabilities awarded against or incurred by the Council (including legal expenses on an indemnity basis) arising from any defect or fault in the Services or any act or omission of the Contractor in delivering the Services; and
 - E2.1.4 any other matter in respect of which, as a matter of Law, liability cannot be excluded or limited.
- E2.2 Except as specifically provided, neither party shall in any event be liable to the other for any indirect or consequential loss (including loss of profit and pure economic loss) however caused.
- E2.3 Subject to clauses E2.1 and E2.2, the Contractor's liability to the Council under the Contract whether in contract, tort (including negligence) or otherwise shall be limited to the sum which equates to 125% of the total Price.

PART F - PROTECTION OF INFORMATION

F1. INTELLECTUAL PROPERTY

- F1.1 All Intellectual Property Rights in any specifications, instructions, plans, data, drawings, databases, patents, patterns, models, designs or other material:
- F1.1.1 provided to the Contractor by the Council shall remain the property of the Council;
 - F1.1.2 prepared by or for the Contractor specifically for the use, or intended use, in relation to the performance of the Contract shall belong to the Council subject to any exceptions set out in the Contract Particulars.
- F1.2 It is a condition of the Contract that the Services will not infringe any Intellectual Property Rights of any third party and the Contractor shall during and after the Contract Period on written demand indemnify and keep indemnified without limitation the Council against all Liabilities which the Council may suffer or incur as a result of or in connection with any breach of this clause, except where any such claim relates to the act or omission of the Council.
- F1.3 At the termination of the Contract the Contractor shall at the request of the Council immediately return to the Council all materials, work or records held in relation to the Services, including any back-up media.

F2. CONFIDENTIALITY AND PUBLICITY

- F2.1 Any documents provided by the Council and information which the Contractor may acquire as a result of the Contract shall to the extent that they are not in the public domain or required to be disclosed by operation of Law remain confidential to the Council and shall not be disclosed, disposed of or used for any purpose without prior written consent from the Council.
- F2.2 All Confidential Information provided by the Council to the Contractor shall be returned to the Council at the end of the Contract.
- F2.3 Without prejudice to the Council's obligations under the FOIA or EIR, neither party shall make any press announcements or publicise the Contract or any part thereof in any way, except with the written consent of the other party (such consent not to be unreasonably withheld or delayed).

- F2.4 Both parties shall take all reasonable steps to ensure the observance of the provisions of this clause by all of their servants, employees, sub-contractors, agents, professional advisors and consultants.

F3. DATA PROTECTION

- F3.1 The Contractor shall (and shall procure that any of its Staff involved in the provision of this Contract) be registered under the General Data Protection Regulations and Data Protection Act 2018 (DPA) and both Parties will duly observe all their obligations under the DPA which arise in connection with the Contract.
- F3.2 Each Party shall comply with their respective duties under the Data Protection Legislation and any successor legislation and shall give all reasonable assistance to each other where appropriate or necessary to comply with such duties.
- F3.3 Notwithstanding the general obligation above, where the Contractor is processing Personal Data as a data processor for the Council (as defined by the DPA) the Contractor shall ensure that it has in place appropriate technical and organisational measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA; and shall
- (a) provide the Council with such information as the Council may reasonably require to satisfy itself that the Contractor is complying with its obligations under the DPA;
 - (b) promptly notify the Council of any breach of the security measures required to be put in place by the above clause.
 - (c) ensure that it does nothing knowingly or negligently which places the Council in breach of the Council's obligations under the DPA;
 - (d) transfer any request for access to the Personal Data or Sensitive Personal Data under section 7 of the DPA to the Council as soon as practicable after receipt and in any event within two Working Days of receiving a request for access to the Data; and

(e) provide the Council with a copy of the Personal Data or Sensitive Personal Data in its possession or power in the form that the Council requires within five Working Days (or such other period as the Council may specify) of the Council requesting the Data.

F3.4 The Data Protection provisions outlined above shall apply during the continuance of this Contract and indefinitely after its expiry or termination.

F4. FREEDOM OF INFORMATION

F4.1 The Council is subject to the FOIA and the EIR ("the Legislation"). As part of the Council's duties under the Acts, it may be required to disclose information forming part of the Contract to anyone who makes a reasonable request. The Council has absolute discretion to apply or not to apply any exemptions under the Legislation.

F4.2 The Contractor shall assist and cooperate with the Council (at the Contractor's expense) to enable the Council to comply with the information disclosure requirements under the Acts and in so doing will comply with any timescale notified to it by the Council.

F5. RECORD KEEPING AND MONITORING

F5.1 In order to assist the Council in its record keeping and monitoring requirements including auditing and National Audit Office requirements, the Contractor shall keep and maintain for six (6) years (or such longer time period required in accordance with any specific legislation) after the Contract has been completed, full and accurate records of the Contract including the Services supplied under it, all expenditure reimbursed by the Council, and all payments made by the Council. The Contractor shall on request allow the Council or the Council's representatives such access to (and copies of) those records as may be required by the Council in connection with the Contract.

F5.2 The Contractor will, at its own cost, provide any information that may be required by the Council to comply with the Council's procedures for monitoring of the Contract.

PART G - STATUTORY OBLIGATIONS

G1. HEALTH AND SAFETY

- G1.1 The Contractor shall comply with all health and safety legislation in force and all health and safety policies of the Council as they may relate to the Contract.
- G1.2 The Council shall promptly notify the Contractor of any health and safety hazards which may exist or arise at the Council's Premises and which may affect the Contractor in the performance of its obligations under the Contract.
- G1.3 While on the Council's Premises, the Contractor shall comply with any health and safety measures implemented by the Council in respect of Staff and other persons working there.
- G1.4 The Contractor shall notify the Council immediately in the event of any incident occurring in the performance of its obligations under the Contract on the Premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- G1.5 The Contractor shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Staff and other persons working on the Premises in the supply of the Goods and/or Services under the Contract.
- G1.6 The Contractor shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc. Act 1974) is made available to the Council on request.

G2. CORPORATE REQUIREMENTS

- G2.1 The Contractor shall comply with all obligations under the HRA.
- G2.2 The Contractor shall comply with all Council policies and rules, such as, but not limited to:
 - G2.2.1 equality and diversity policies;
 - G2.2.2 sustainability;
 - G2.2.3 information security rules;

G2.2.4 whistleblowing and/or confidential reporting policies; and

G2.2.5 all site rules relevant to the fulfilment of the Contractor's obligations in the performance of the Services.

G2.3 The Contractor shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether age, race, gender, religion, disability, sexual orientation or otherwise) in employment.

G2.4 The Contractor shall comply with all relevant legislation relating to its staff however employed including (but not limited to) the compliance in law of the ability of the staff to work in the United Kingdom.

G2.5 If the Contractor has a finding against it relating to its obligations under clause G2.4 it will provide the Council with:

G2.5.1 details of the finding; and

G2.5.2 the steps the Contractor has taken to remedy the situation.

G3. GOVERNING LAW AND JURISDICTION

G3.1 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 are governed by and construed in accordance with the law of England and Wales.

G3.2 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 agreement or its subject matter or formation.

PART H – GENERAL PROVISIONS

H1. CONTRACT VARIATION

H1.1 Subject to the provisions of this clause H1.2, the Council may request a Variation to the Services ordered provided that the Variation does not amount to a material change to this contract.

H1.2 The Council may request a Variation in writing to the Contractor, giving sufficient information for the Contractor to assess the extent of the Variation

and any changes to cost that may be incurred. The Contractor shall respond to a request for a Variation within ten (10) Working Days (or such other time specified in the request) such time limits shall be reasonable having regard to the nature of the Variation.

H1.3 If the Contractor is unable to provide the Variation or where the Parties are unable to agree a change to the Contract Price, the Council may:

H1.3.1 agree that the Parties continue to perform their obligations under this Contract without the Variation; or

H1.3.2 terminate this Contract with immediate effect, except where the Contractor has already delivered part or all of the Services in accordance with this Contract or where the Contractor can show evidence of substantial work being carried out to fulfil the Services, and in such a case the Parties shall attempt to agree on a resolution to the matter. Where a resolution cannot be reached, the matter shall be dealt with under the Dispute Resolution Procedure.

H1.4 If the parties agree the Variation and any change in the Contract Price, the Contractor shall carry out such Variation and be bound by the same provisions so far as is applicable, as though such Variation was stated in this Contract. Any changes to the Contract Price shall be reconciled in accordance with clause C. (Price and Payment)

H1.5 No Variation shall become effective until a Variation Form has been fully completed and signed by both parties.

H2. **THIRD PARTY RIGHTS**

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

H3. **WAIVER**

H3.1 No failure or delay by a party to exercise any right or remedy provided under this 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.

H4. **RIGHTS AND REMEDIES**

- H4.1 The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

H5. **SEVERABILITY**

- H5.1 If any provision or part-provision of this agreement 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 agreement.
- H5.2 If any provision or part-provision of this agreement is deemed deleted under clause H5.1, 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.

H6. **FORCE MAJEURE**

- H6.1 Neither party shall be in breach of this agreement or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure result from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for four (4) weeks, the party not affected may terminate this agreement by giving fourteen (14) days' written notice to the affected party.
- H6.2 If either Party becomes aware of a Force Majeure event or occurrence which gives rise to or is likely to give rise to any such failure or delay on its part as described in clause **Error! Reference source not found.** it shall immediately notify the other by the most expeditious method then available and shall inform the other of the period during which it is estimated that such failure or delay shall continue.
- H6.3 If the Contract is terminated in accordance with clause H6.1 neither party will have any liability to the other except that any rights and liabilities which accrued prior to termination will continue to exist.

H7. COSTS AND EXPENSES

- H7.1 Each of the parties will pay their own costs and expenses incurred in connection with the negotiation, preparation, execution, completion and implementation of this Contract.

H8. INSPECTION OF CONTRACTOR'S PREMISES

- H8.1 The Contractor shall permit the Council to make any inspections or tests which may reasonably be required in respect of the Contractor's premises in relation to the Contract.

SCHEDULE 1

The Contract Particulars

Contract Price, Payment and Invoicing

2-year contract between Nottingham City Council (the Council) and Culture Learning & Libraries (Midlands) T/A Inspire (the Contractor), with an option to extend by a further 1 year.

Year 1: £24,671.30

Year 2: £50,655.40

Option to extend by 1 year: price to be confirmed.

Payment will be made monthly in arrears. Invoice to specify breakdown of deliveries against the schedule.

Payment via BACS. Invoice to be submitted via EMSS as per Nottingham City Council protocol.

Library locations

Library	Location	Contact Telephone No.
Aspley Library	Nuthall Rd, NG8 5DD	0115 915 2802
Basford Library	Vernon Road, NG6 0AR	0115 915 2855
Bilborough Library	Bracebridge Dr, NG8 4PN	0115 915 2820
Bulwell Library	Bulwell Riverside Main Street, NG6 8QJ	0115 883 3500
Clifton Library	Southchurch Dr, NG11 8AB	0115 915 2837
Central Library	1 Carrington Street, Nottingham, NG1 7FH	0115 915 2828
The Dales Library	206 Sneinton Dale, NG2 4HJ	0115 876 1990
Hyson Green Library	Mary Potter Centre. Gregory Boulevard, NG7 5HY	0115 883 8332
Meadows Library	Wilford Grove, NG2 2DR	0115 915 2834
Radford/Lenton Library	Lenton Boulevard, NG7 2BY	0115 915 2849
Sherwood Library	Spondon Street(not open yet - no postcode allocated)	
Southglade Park Library	Southglade Rd, NG5 5GU	0115 915 2849
St Ann's Valley Library	St Anns Valley Centre, 2 Livingstone Road, NG3 3GG	0115 883 9700
Strelley Road Library	Strelley Rd, NG8 3BJ	0115 915 2880
Wollaton Library	Bramcote Lane, NG8 2NA	0115 915 2809
HMP Nottingham - Library	112 Perry Rd, NG5 3AG	0115 872 4347
Whitemoor Unit	Unit 22, Whitemoor Court, Off Nuthall Road, NG8 5BY (entrance opposite Whitemoor Pub)	

Van schedule

[illegible]

Key code

2 x Weekly deliveries
3 x Weekly deliveries
Daily
* Opening hours to be confirmed
C = Closed - Alarm easy to disarm & reset

Performance measures

Performance measure 1:

[illegible]

Performance measure 2:

Other Items delivered

[illegible]

If any library closes during the Contract, a revised contract value will be issued to take out the cost of the delivery to that individual library, if required.

Variation Form

Courier Contract:

Variation Form No:

BETWEEN:

'The Council' - Nottingham City Council

and

'The Contractor' - Culture Learning & Libraries (Midlands) T/A Inspire

1. This Contract is varied as follows and shall take effect on the date signed by both Parties:

[Insert details of the Variation]

2. Words and expressions in this Variation shall have the meanings given to them in the original Courier Contract.
3. This Courier Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of the Council

Signature _____

Date _____

Name (in Capitals) _____

Signed by an authorised signatory to sign for and on behalf of the Contractor

Signature _____

Date _____

Name (in Capitals) _____

Health, Safety and Welfare Policy Statement →

Nottingham City Council recognises and accepts its duties under the Health and Safety at Work etc. Act 1974 and is committed to providing and maintaining safe and healthy working conditions and appropriate welfare arrangements for all of its employees.

Nottingham City Council also recognises and accepts its duties under the Act to other persons using its buildings and facilities or affected by work carried out by, or on behalf of the organisation.

Nottingham City Council will take all reasonably practicable steps to prevent injury or ill health by ensuring:

- safe and healthy workplaces, equipment and procedures
- proper welfare facilities and arrangements
- continuous improvement in health and safety standards
- provision of sufficient resources to meet the requirements of this policy
- consultation with employee and trade union accredited safety representatives on matters that significantly affect the health, safety and welfare of employees and others
- this policy is brought to the attention of all employees
- suitable and sufficient training, information, instruction and supervision.

The effectiveness of this policy statement will be reviewed at intervals not exceeding three years.

Responsibilities

→ Councilors

- Ensure that suitable financial resources are available to discharge the Council's health and safety responsibilities.

→ Chief Executive

- Issue the Corporate health, safety and welfare policy statement and ensure compliance with Health & Safety requirements.
- Ensure that Corporate Directors discharge their responsibilities.
- Ensure that financial and other resources are available to meet health, safety and welfare responsibilities.
- Be aware of the general requirements of health, safety and welfare legislation relevant to the activities and areas under their management and the overall policies and expected standards of Nottingham City Council.

→ Corporate Directors

- Take an active and visible role in the management of health, safety and welfare within their department.
- Ensure adequate management representation at Departmental Health, Safety & Welfare Committees and Corporate Health, Safety & Welfare Joint Panel.
- Ensure the development of health, safety and welfare strategies and plans to achieve and maintain compliance with health, safety and welfare legislation.
- Ensure that the department's health, safety and welfare policy statement and manual is reviewed at least once every three years.

- Ensure that financial and other necessary resources are available to meet health, safety and welfare responsibilities.

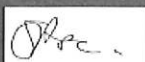
- Ensure that Directors, Heads of Service and all other managers fulfil their roles and responsibilities in the effective management of health, safety and welfare.

- Be aware of the general requirements of health, safety and welfare legislation relevant to the activities and areas under their management and the overall policies and maintain the expected standards of Nottingham City Council.

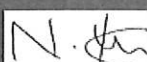
→ All Employees

- Co-operate with the organisation to ensure compliance with health, safety and welfare legislation.
- Take reasonable care for their own health and safety and that of others who may be affected by their acts or omissions at work.
- Use plant, machinery, equipment, dangerous substances and other safety devices in accordance with health and safety information, instruction and training they have been provided with or seek appropriate guidance.
- Where an imminent and significant risk to a person's health or safety exists, the activity being undertaken should be stopped and when safe to do so, their line manager contacted.
- Immediately report accidents, violent incidents, near misses, dangerous occurrences, hazardous workplaces or defective equipment to their line manager.

- The arrangements for implementing this policy are detailed within the Corporate Safety Manual – Safety Policy and Arrangements documents and where applicable, Departmental Safety Manuals, which will be made accessible and readily available to all employees.
- The Corporate Health, Safety & Welfare Panel, consisting of management and trade union safety representatives from across the Council, will meet once a quarter.
- Within each department a Health, Safety & Welfare Committee, consisting of managers and safety representatives will meet bi-monthly, or at an agreed interval and framework which allows for effective consultation to take place.
- Professional health, safety and welfare assistance is provided by Corporate Safety Advice and the Wellbeing & Health Improvement team.



Sajeeda Rose
Chief Executive
September 2024



Neghat Khan
Leader
September 2024



Nottingham
City Council