

FRAMEWORK SCHEDULE 3 – FORM OF CONTRACT AND CALL-OFF TERMS

FORM OF CONTRACT

This contract is made on theday of.....

BETWEEN

(1) **NOTTINGHAM CITY COUNCIL** of Loxley House, Station Street, Nottingham, NG3 3NG
(the "**Customer**"); and

(2) **SUSTRANS** whose registered office is 2 Cathedral Square, College Green, Bristol, BS1
5DD whose company number is (03635468) (the "**Service Provider**")

WHEREAS the Customer wishes to have provided the following services namely engagement
with workplaces and deliver staff travel events offering PTP and cycle support activities
pursuant to the ESPO Framework Agreement (reference 664_21)

NOW IT IS AGREED THAT

1. The Service Provider will provide the goods and/or services in accordance with the
terms of the call-off contract (reference number 664_21 and Contract Documents.
2. The Customer will pay the Service Provider the amount due in accordance with the
terms of the call off agreement and the Contract Documents.
3. The following documents comprise the Contract Documents and shall be deemed to
form and be read and construed as part of this agreement:
 - This Form of Contract
 - The Master Contract Schedule
 - The documents as listed ○ Service Specification ○ Supplier's Response ○
Clarification Questions and Response

IN WITNESS OF the hands of the Parties or their duly authorised representatives:

Guidance contained in this document is intended for use by ESPO employees; however, it is made available to ESPO customers. ESPO customers must seek their own legal advice as to the content and drafting of this document.

Signed for and on behalf of NOTTINGHAM

CITY COUNCIL

by an authorised officer

)

)

Authorised Officer Print
name:

Signed by

Sustrans

)

)

)



Service Provider

Print name: Andy Appleby

This document relates to and forms part of the Call-Off Terms

(Document Reference 664-21)

MASTER CONTRACT SCHEDULE

(ESPO Framework Reference 664-21 Consultancy Services)

1. TERM
<p>Commencement Date</p> <p>05 September 2025</p> <p>Expiry Date</p> <p>04 September 2026</p> <p>Extension Period</p> <p>1 year – All Contract extensions are subject to funding and the Customer’s sole discretion</p>
2. GOODS AND/OR SERVICES REQUIREMENTS

Services required

The provider will engage with workplaces and deliver staff travel events offering PTP and cycle support activities. Engagement with businesses will include: Cycle rides/confidence sessions training and advice, Journey buddying, Pop-up cycle maintenance/repair services e.g. Bike Doctor, involving a basic check-up, including pumping tyres, adjusting saddles, tuning brakes and gears. Helping ensure staff bikes are roadworthy to commute. Cycle route planning. Advice about public transport routes and ticketing assistance. Personal Travel Planning (PTP) for employees. Personal PTP is well-established method encouraging staff to make more sustainable travel choices. Active travel events that work with Nottingham's sustainable travel partners to deliver a rounded programme of information and support. **Service Cost** £60,000 year one

Performance/Delivery Location/Premise

Delivery

1. Business and organisation contacts will be provided by Nottingham City Council (NCC). Applicants express interest in the Workplace Travel Service active travel component.

Contacts are passed to the provider once new expressions of interest received. The provider contacts each business/organisation to arrange/schedule active travel interventions at times most suitable to the business/_organisation.

1.2 The provider can approach other Nottingham businesses/organisations to participate. The provider will inform NCC in advance of involving them.

1.3 Participants expressing interest have agreed that contact details can be passed on to the Council's active travel partners. The provider must treat contacts confidentially and in accordance with General Data Protection Regulation (GDPR) and the Data Protection Act 2018. Data must not be passed onto third parties or used in any other way and used only for the purpose stated in this contract.

1.4 At all times the provider must deliver services in a safe and professional manner complying with any on-site safety controls and regulations.

2 Quality Standards

2.1 Cycling interventions will be of the highest standard of competency and professionalism and include information about.

- Cycle security
- Distance cycling.
- Cycling in different weather conditions
- Night cycling & reflection/lights
- Cycle Safety and the M check.
- Tips to keep a bike in shape.
- Appropriate Clothing and accessories
- Route planning and route apps
- Riding on shared-use paths.

- Safe riding on tram routes
- Riding on NCC's expanding segregated cycle route
- Safe riding of ebikes
- Appropriate sections of the Highway Code and hierarchy of road user
- Hiring and Using Lime ebikes

3 Personal Travel Planning (PTP)

3.1 The supplier will provide one-to-one high-quality conversations in the workplace, by phone or on Teams using high quality up to date information, incentives and motivation to help staff make more informed travel choices encouraging them to shift away from the single use motor vehicle to more journeys on foot, bike, bus, train or in shared cars. PTP's will promote the use of the following car share community for public use across Nottinghamshire.

3.2 Nottinghamshire community - part of the Lift share network This Community has over 3,000 members ensuring a high degree of journey matches in Nottingham City & Nottinghamshire County.

3.3 In partnership with the Workplace Travel Service the provider will look into the offer of incentives to encourage the use of sustainable modes (for example free bus tickets, or Lime ebike rides) Staff must have sufficient knowledge of all Nottingham bus and tram provider services and routes and understand the current business offers from each public transport service provider.

4 Technical Standards

4.1 Deliverers of Bike Doctor sessions must be appropriately qualified to meet competency and bike maintenance standards and where appropriate have a City & Guilds - Level 1 bike maintenance qualification or equivalent.

4.2 When leading rides the role of a ride leader is to deliver a safe, enjoyable and inclusive cycling experience. Ride leads must ensure the ride has an adequately supervised lead to ride ratio, be confident to ride on roads in traffic and be confident riding on the road both in a group, independently and in varied weather conditions. When weather conditions become unsuitable ride leaders must make a judgement call whether to not start or continue rides.

|

4.3 Cycling leads must be able to: -

- Control a cycle steadily and safely and demonstrate to others the most appropriate and safe cycling techniques for varying terrains and road conditions.
- Use brakes safely and start and stop riding in a controlled manner
- Turn corners in a controlled manner and manoeuvre the cycle safely. Able to look over both shoulders while controlling the cycle
- Take hands off handlebar to indicate that they're turning, both for left and right, while controlling the cycle
- Be able to advise other riders about suitable clothing.
- Have an understanding of how gears work, how to change gear and which gears are suitable for varying inclines and descents etc
- Have high enough fitness levels to match the intended rides.
- Supply safety helmets, that are CE marked and conform to a British Standard, and suitable high vis tabards available for each rider
- Take suitable equipment for any eventuality whilst cycling 18 or above
- Be proficient in risk management and dealing with cycling incidents
- Be proficient in route planning
- Conduct a safety briefing before each ride
- Have an associated first aid at work certificate.
- Where appropriate staff must have a Rider Leadership Award Level 1

5 Service Provider Solution

5.1 The provider will collaborate with organisations chosen by Nottingham City Council to promote sustainable and active travel options and offer a bespoke package of support to help staff overcome the barriers they have travelling actively and sustainably.

5.2 Outputs

- A minimum of thirty businesses/organisations engaged.

- Up to 30 workplace active travel events – to include information stands offering guidance on active travel and public transport and short accessible activities such as minimaintenance sessions, Bike Dr, try a Lime bike/e-scooter and lunchtime walks or rides.
- Personalised support including 1-2-1 cycle training sessions/buddy commutes and 95 personalised travel plans.

5.3 The provider will work with organisations to understand what type of activities would benefit their staff most. Examples of support include:

5.4 Active Travel Event and Information stand.

5.5 Events will promote and raise awareness of sustainable travel and provide the opportunity for staff to discuss their travel needs and barriers with a member of staff. The provider will involve other partners at these events including public transport providers.

5.6 In addition to an information stand, activities such as mini maintenance lessons, “try a bike”, personal travel planning and/or small competitions, challenges or incentives may be part of the day.

5.7 Bike Doctor and Bike Maintenance Sessions. Repair will be free of cost to the staff and include a bike safety check from a qualified mechanic with minor repairs made to ensure the bike runs smoothly. Staff bike maintenance sessions can also be offered. These sessions will cover basic repairs (puncture repair, minor adjustments) to give commuters the confidence to travel by bike on a regular basis.

5.8 Hire Bike Promotion and Trials. The provider will work with Lime ebikes and Dott eScooters to provide information at an event and trials to help employees understand both offers and provide practical support on booking and using the services.

The provider will also include the following:

5.9 Suggesting routes which match staff needs and interests as well as information on costs and environmental and health benefits.

5.10 Cycle confidence/journey buddying sessions. The provider will adapt training to suit levels of skill and experience and aim to improve confidence to switch a journey staff currently make in the car to more sustainable modes.

5.11 Group Walks and Rides. Walks and rides can be organised with single or multiple organisations (depending on location) to build staff cycling and walking confidence.

6 Workplace Active Travel Champions

6.1 The aim is to develop a network of active travel champions meeting a minimum of twice over the period of the contract to embed cycling behaviour into workplaces and encourage involvement.

6.2 The provider will develop and deliver a short programme supporting staff from the business/organisation to become workplace active travel champions.

6.3 Training will help active travel champions gain the skills they will need to continue to empower and lead staff to participate in active travel.

7 Target organisations

7.1 The provider will contact all organisations who have registered interest through the Workplace Travel Service. The provider will also proactively encourage other Nottingham City businesses and organisations to participate and provide support once registered.

8 Monitoring and Evaluation

8.1 The provider will monitor and evaluate the effectiveness of the project. A report will be shared every 8 weeks detailing the number of workplaces and employees engaged and activities delivered. A final project report will be produced in April 2026. This report will include the overall engagement numbers and will include workplace and employee case studies and follow-up feedback from people staff that who have benefited from the programme

9 Delivering a Workplace Travel Challenge

9.1 An active travel challenge can embed and increase environmental, economic and health benefits. The provider will manage and deliver a bespoke workplace active travel challenge in participating Nottingham workplaces across all modes, supporting staff to switch away from driving a single occupancy motor vehicle to work.

9.2 The provider will deliver an interactive, online challenge that demonstrates to participants the economic, carbon and health benefits of their efforts.

10 Linking Health & Active Travel

10.1 Nottingham's Health & Wellbeing Board promotes "moving for good health as a part of everyday life for everyone in the city".

10.2 <https://www.healthynottingham.co.uk/healthy-eating-and-physical-activity/> The provider will promote the relationship between active travel and good health whilst delivering active travel in the workplace.

11 Monitoring

11.1 The provider will use the following to evaluate performance

11.2 Staff numbers engaged in each business and by intervention.

11.3 Number of Active Travel Events delivered

11.4 Personal Travel Plans:

- Number of personal travel plans delivered and staff supported with route planning
- Estimated reduction in car kilometres travelled.
- Estimated kilos of carbon avoided
- Outcome of PTP delivery e.g. sustained switch to active travel, shift to public transport etc -

11.5 Cycle rides/confidence sessions delivered and participants attending each session

11.6 Journey buddying - Number of staff supported on maiden journeys to work

11.7 Number of Bike Doctor sessions delivered. Number of participants supported in each business/organisation

11.8 Number of staff visiting your active travel display and engaging in conversation

11.9 Number of staff visiting an active travel display and having a conversation

11.10 Numbers of staff participating in an active travel intervention e.g. Lime eBike ride

11.11 Number of trials delivered using a Lime eBike or Dott eScooter.

11.12 Number of Lime eBike vouchers issued

11.13 Service Review and report every 8 weeks report

11.14 Final report – March 2026. Please submit a report format as part of your submission

11.15 Present a minimum of 5 case studies detailing participant experiences of Bike Dr, journey buddying, maintenance training. Include feedback, quotes and participant photos. Ensure permission to use photos received.

12. Contract Reviews

- July/August Contract Start
- August 2025
- October 2025
- January 2025
- March 2026 - Final Report

13. Data Protection

13.1 The Provider shall comply with all obligations and requirements under the Data Protection Act 1998 (as amended), or its successors; and any associated legislation.

13.2 Notwithstanding the general obligation above where the Provider is tendering to processing Personal Data as a Data Processor for the Council, the Provider shall ensure that it has in place appropriate technical and contractual 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 Act; and if awarded the contract will provide the Council with such information as the Council may reasonably require to satisfy itself that the Provider is complying with its obligations under the Data Protection Legislation.

3. SERVICE PROVIDER SOLUTION

Service Provider Solution

Method Statements

Q1. Active Travel Support

Explain step by step how your organisation would deliver active travel support in Nottingham City workplaces. Workplaces can include private, public and the voluntary sector.

Outline information about any specialist and/or qualified staff in your organisation that would lead on the delivery of the different aspects of active travel support below, outline their qualifications and detail how they would be competent to deliver each aspect?

- Cycle rides/confidence sessions
- 1 to 1 cycle training and advice sessions • 1 to 1 Journey buddying,
- Cycle route planning.
- Public transport routes and ticket advice.
- Bike Doctor

Provide examples of active travel support you've delivered previously. Include at least 4 examples, which can include testimonials, recommendations or references for provision of workplace active travel support.

How many active travel events could be delivered by 31st March 2026.

A1.	<p>Response Word Limit 2000</p> <p>Sustrans will work with agreed organisations to promote sustainable and active travel options. We will offer support to help staff overcome the barriers they have travelling actively and sustainably. This will include:</p> <p><i>1. August 2025:</i></p> <p>a. Inception meeting with Nottingham City Council (NCC) to introduce the project team, establish a governance process and resolve any clarifications on delivery before project start.</p>	
-----	---	--

2. August 2025 -February 2026: Workplace recruitment and support

- a. Contacting and meeting priority organisation as stipulated by NCC. Sustrans will encourage organisations to apply to the Workplace Travel Service, and support organisations who have already applied.
- b. Sustrans will proactively encourage additional organisations in Nottingham to participate in the project and can provide relevant support to those who register.

3. September 2025 – March 2026: Intervention delivery

- a. Sustrans will work with organisations to see which activities would benefit their employees most. A tailored programme of activities will be delivered to maximise impact. Examples of the support Sustrans will provide are:
 - i. Information stalls - Events to promote and raise awareness of active and sustainable travel. These provide opportunities for staff to discuss personal travel needs and barriers with a Sustrans Officer. Sustrans can provide advice on active travel, public transport, route mapping etc.



Figure 1: Sustrans' Officers offering advice and information at an event.

- ii. Bike maintenance training - Offered to staff who are interested in learning how to make their own repairs. These sessions

cover basic repairs (punctures, minor adjustments, etc.), giving commuters the confidence to travel by bike.

- iii. Dr Bike and security marking - A bike repair session, free of cost to staff. Bike safety checks and minor repairs can be provided. Free security marking with Bike Register and database registration can be provided if bike theft is a concern.



Figure 2: Sustrans' Officer performing bike safety checks and minor repairs.

- iv. Hire bike promotion - Sustrans will work with NCC and representatives of Lime bike hire to provide information, events, and trials to help employees understand the offer and provide practical support on booking and using the bikes.
- v. Personal Travel Plans (PTPs) - Sustrans will meet with employees to discuss how they travel to work and what sustainable travel options could suit them. We can deliver a PTP from a short initial meeting, or an expression of interest from staff. Following this, employees will be sent a personalised travel plan suggesting a

route matching their needs and interests, as well as information on costs and environmental and health benefits. **See example from a PTP below:**

Your personal travel plan

This is your personal travel plan, which outlines full route details for your commute from **NG11 7AY to NG1 1NN**

The document also includes useful information and links to journey planning tools that can help you plan your own walking, cycling and public transport routes.



See walking route information below or click [here!](#)



See cycle route information below or click [here!](#)



See public transport information below or click [here!](#)



Cycling routes

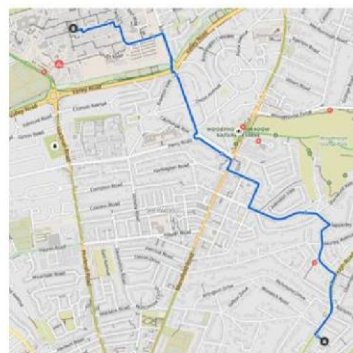


Route (3.3km, approx. 13 min)

This route is mostly flat and follows a lot of quiet streets or roads. There is a couple of stretches of main road (Mansfield Road and the roundabout on Valley Road).

Depending on your confidence, you may prefer to dismount and walk your bike over the roundabout outside the hospital.

View this route [online](#).



sustrans

Public transport route



Sustrans

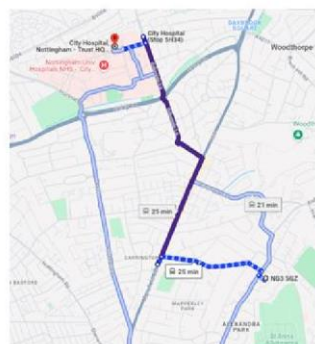
Bus

Walk to Church Drive bus stop (stop SH03) on Mansfield Road. Take the Rise Park 89 or the Top Valley 88 bus to City Hospital. (8 stops – approx. 7 minutes)

88 bus timetable: click [here](#)

89 bus timetable: click [here](#)

Google maps link [here](#)



Useful links

Journey planning tools

- [Komoot](#): for planning walking and cycling routes. It offers different types of cycle routes and shows what the surface is like as well as the type of route (road, cycleway, path etc.). Sustrans recommends routes away from heavy traffic.
- [Cycle Streets](#): for planning cycling routes. It offers Fastest, Balanced and Quietest route options; it gives a lot of additional information as well as various map options. Sustrans recommends the quietest routes as these are the routes which will take you away from heavy traffic.
- [Google maps](#): for planning walking, cycling and public transport routes. Please note that not all Google maps routes direct you along quiet and light traffic routes. It is advised that you take time to test the route first or at least give yourself more time on your first journey.



Sustrans

- vi. Cycle confidence sessions - 1-to-1 training sessions will be provided to interested employees. We will adapt training to suit their skill and experience helping build confidence to undertake more cycling journeys. Employees will have access to 1-to-1 journey "buddying" support, where a cycle instructor joins them on their journey. Sustrans will support employees in finding the most



Figure 3: Sustrans' Officer and participant on a 1 -2-1 confidence session.

appropriate route and accompany them on their first ride.

- vii. Group walks and rides - these will be organised with organisations (depending on location) to build employee confidence. Route options more suitable for active travel to the workplace will be highlighted. These sessions provide a social experience and can identify walking or

		<p>cycling groups to support longer-term behaviour change.</p> <p>viii. <u>Workplace Travel Action Plan and Site Audit</u> - Small changes to a workplace site can make a huge difference in supporting active travel. Sustrans Officers will work with organisations to review their current facilities and carry out a SWOT analysis to identify where improvements could be made, such as accessible gates, well-lit paths, secure cycle storage, and showers/lockers. This element could be combined with a staff travel survey to help organisations understand staff travel habits, identify opportunities for improvement, and gauge the level of interest in change / investment.</p> <p>As part of this process, organisations will be signposted to the Nottingham City Council Workplace Travel Service for grant funding to install the infrastructure. Following successful bids, we can help communicate the new facilities to staff to encourage their use and capture stories demonstrating the impacts of these investments to share in communications across the city and to the Department for Transport.</p> <p>ix. <u>Champions training and network</u> - Staff interested in becoming active travel champions for their organisation will be provided with a succinct training session to gain the skills needed to empower and encourage people to enjoy active travel. We can supply walk and ride leader training and connect participants with other workplace champions. Ongoing support can be provided to individuals after March 2026 through the Sustrans volunteer programme.</p> <p><i>4. March 2026: Workplace Active Travel Challenge</i></p>	
--	--	---	--

		<p>a. A bespoke active travel challenge with multi modal functionality designed to engage with the target audience. Active Travel Challenges are fun, exciting events designed to encourage</p>	
--	--	---	--

	<p>people to choose walking, wheeling, cycling, and public transport over car travel over the course of a month.</p> <p>b. Participants use an interactive web platform with local themes and engaging content, logging their journeys to hit personalised goals, win prizes, access incentives, and share their experiences. Participants sign up individually or as part of a workplace, competing with their colleagues and other workplaces, and working together to organise fun, social events.</p> <p>5. September 2025 – April 2026: Monitoring and reporting</p> <p>a. Sustrans will monitor and evaluate the effectiveness of the project. Baseline data will be delivered via the workplace travel survey and impact can be assessed by follow up staff surveys.</p> <p>b. Staff receiving a personalised travel plan will receive a follow up ‘nudge’. This can measure the project’s impact on individual employees and highlight any newly identified issues and barriers to travelling actively.</p> <p>c. A report will be shared with NCC every 8 weeks detailing the number of organisations and employees engaged with, and details of activities delivered.</p> <p>6. April 2026: Final Project Report</p> <p>a. This report will include the overall engagement numbers and will be accompanied by organisation and employee case studies with follow-up feedback from employees who have benefited from the programme (e.g. via PTP).</p> <p>Sustrans’ delivery team and qualifications</p> <p><i>The staff team on this project will be:</i></p> <ul style="list-style-type: none"> • David Burt (Senior Project Manager) ○ Project and financial oversight, and risk management 	
--	--	--

	<ul style="list-style-type: none">• George Pollard (Project Manager) ○ Ensuring outputs are met and managing the relationship with NCC.	
--	--	--

	<ul style="list-style-type: none"> • Michael Howard (Project Officer) ○ Michael is based in Nottingham and has a wealth of previous experience and qualifications. Delivery of activities and collection of data. • Lyndsey Young (Project Officer) ○ Lyndsey is based in Nottingham and is skilled in relationship management, onboarding, and 1:1 client support. Delivery of activities and collection of data. <p><i>Staff qualifications include:</i></p> <p>Cycle rides/confidence sessions ○ George is a Sustrans Ride Manager and has planned and delivered group and 1 to 1 rides for projects across the Midlands for the last 10 years. George sits on our national Sustrans Ride Leader Working Group.</p> <ul style="list-style-type: none"> ○ Michael is a Sustrans Ride Leader and has years of experience delivering and supporting rides with a variety of participants. ○ Both have extensive experience risk assessing, planning and delivering rides in a range of settings. <ul style="list-style-type: none"> • 1 to 1 cycle training and advice sessions ○ Michael is a Level 2 National Standards Cycle Instructor with over 10 years of cycle instruction and advice for adults in community and workplace settings. • 1 to 1 Journey buddying ○ Michael and Lyndsey have experience (including the previous Nottingham Workplaces project) of 1 to 1 journey buddying and providing bespoke support to employees. • Route planning, public transport routes and ticket advice ○ All delivery staff have experience in route planning and providing advice around public transport routes and ticketing. <ul style="list-style-type: none"> ○ Michael has recently completed 85 PTPs for the Nottingham Jobseekers project, George has delivered PTPs with Sustrans for over 10 years and Lyndsey is conducting PTPs with clients through the Nottingham Travel Well project. • Bike Doctor 	
--	--	--

- Michael is a City & Guilds Level 1 Cycle Mechanic
- George is a Cytech Level 1 Cycle Mechanic with over 10 years' experience of bike maintenance.

Four examples of previous work

Nottingham Workplace Engagement, 2024/25

NCC commissioned Sustrans to deliver a package of support to Nottingham businesses to increase the number of people travelling actively to and from work.

The 10-month project saw Sustrans engage 20 workplaces (target 15), deliver 31 staff travel events (target 20), and write 93 personal travel plans (target of 70). Exceeding each target highlights the attention and effort from the Sustrans team and is reflected in the testimonials such as:

"Thanks so very much for all the attention given to my bike today – I am so happy! Also delighted with the lights and lock and had fun on the Lime bike...I will continue to cycle to work daily."



daily."

Games Workshop, Nottingham Workplaces Engagement 2024/25

One of Sustrans' most in-depth partnerships during the 2024/25 Nottingham Workplaces Active Travel Support project has been with Games Workshop, one of the City's largest private employers.

After detailed planning work, a staff 'Wellbeing Day: Travel to Work' took place on 18th March 2025. This featured an information event in the company's conference space, with a Sustrans active travel stall and a further 4 stalls run by organisations suggested to Games Workshop by Sustrans.



The event was attended by 66 employees, alongside 2 led walks to Lakeside on the main Nottingham University campus and back, in which 11 staff members took part. We developed a good working relationship with the organisation and our Champion there, Sharon Raynor, who said of the project:

"It has been a wholly positive experience working with the Sustrans team. Their presence at our recent Wellbeing Day: Travel to Work event, and the information they shared about the active travel programme, were received with great enthusiasm by our employees who stopped by. The lunchtime led walks provided a great opportunity for our people to get out into the open air, to meet socially, and to enjoy the benefits of walking and discovering some of our inspiring local landmarks."

Norfolk Workplace Engagement, 2023/24

Commissioned by Norfolk County Council in July 2023, Sustrans delivered a programme of work engaging employees of eight large businesses (200+ employees) to encourage and enable modal shift towards active travel. Sustrans delivered an array of initiatives aimed to address the key barriers to participation in active travel.

Over 6 months, Sustrans delivered 88 activities and engaged 1,410 staff. There was a 33% increase in active travel after the project compared with baseline, and 86% reported that Sustrans events increased the likelihood of them travelling actively.

Activities included active travel breakfasts, bike security marking, personal travel plans, and comms material. We also ran a successful bike giveaway competition, with the winning entrant commenting:

“I am really delighted to have won; it was a real surprise. My current bike is over 20 years old, and really did need replacing, so this couldn’t have happened at a better time. I am looking forward to collecting my new bike and feeling motivated to cycle more. Thank you so much.”



Big Bristol Travel Challenge July 2024

In July 2024 over 800 people took part, logging an impressive 11,139 journeys. 1,565 single occupancy vehicle journeys were replaced with active and sustainable ones, saving 2.9 tonnes of Co2. The challenge was designed around Bristol City Council’s priorities, and included walk, run, wheel, and cycle options alongside public transport and car share options. Workplace journeys were targeted but participants could also log their local trips to the shops and other facilities. Prizes and incentives kept up momentum including, vouchers to local

stores, bikes, scooters, and a free day bus pass for all participants who signed up.

“An extra Mile!!! It’s a wonderful campaign sadly come to end today. Encouraged me to use public transport and more walking than I do usually. Thanks a lot.” Chinmaya, Bristol Challenge participant.



Figure 3: A participant in the Big Bristol Travel Challenge July 2024.

How many events could Sustrans deliver by 31/03/26

Given the 7-month timeline on the project and the addition of the Active Travel Challenge, Sustrans believes we can deliver:

- 16 workplaces
- 24 events
- 70 PTPs

Further targets for specific events (bike safety checks, locks given away etc.) can be provided if needed.

Q2 Bike Maintenance

Describe how your organisation would deliver a series of bike maintenance services often described as Dr Bikes to Nottingham businesses and organisations. Describe the steps you would carry out and procedures you would follow to ensure the bikes are maintained to a roadworthy and safe standard. Include information about specialist/qualified staff that would deliver this aspect and how they would meet the appropriate technical standards of cycle maintenance.

Guidance contained in this document is intended for use by ESPO employees advice as to the content and drafting of this document.

	How many Dr Bikes could be delivered by 31 st March 2026.	
A2	<p>Response Word Limit 2000</p> <p>The project would be delivered predominantly by team members living in and close to Nottingham City.</p> <p>All team members have recent and relevant experience engaging commuters and community members in the city and qualifications in bike maintenance. They also have knowledge of local routes, recent and future active travel investment and how route choice might need to change depending on time of day/seasons.</p> <p>This means they can provide effective bike maintenance sessions supplemented with travel guidance and advice.</p> <p>Project Manager, George Pollard, holds a Cytech Level 1 Bike Mechanic Qualification. George has project managed workplace active travel support projects in Nottingham and Leicester, with over 10 years' experience in the sector. As a skilled mechanic George has the skills required to fulfil this element of the project.</p> <p>Project Officer, Michael Howard, holds a City and Guilds Level 1 Bike Mechanic qualification and is a qualified Bikeability instructor in Nottingham City. Michael has worked on numerous active travel initiatives in Nottingham including delivering bike maintenance to workplaces, jobseekers, schools and communities across the city. Michael's expert knowledge of active travel infrastructure will enhance Dr Bike sessions with advice and guidance on travelling actively for work journeys.</p> <p>Cycle maintenance safety checks and minor repairs</p> <p>As part of the initial meeting with a workplace, Sustrans Project Officers will carry out an informal SWOT analysis to identify the programme of support needed. Where Dr Bike is identified as an intervention best placed to support the workplace, Project Officers will organise sessions with the Workplace Champion. Prior to the session, Sustrans will carry out a comprehensive risk assessment and create promotional materials.</p>	

Guidance contained in this document is intended for use by ESPO employees; however, it is made available to ESPO customers. ESPO customers must seek their own legal advice as to the content and drafting of this document.

--	--	--

; however, it is made available to ESPO customers. ESPO customers must seek their own legal



Figure 1: Examples of Dr Bike promotional materials.

The primary objective of Dr Bike sessions is to ensure that all cycles meet safety standards for riding. Each cycle will receive a safety check/assessment followed by repairs that could include adjusting handlebars, breaks and gears, mending punctures and check/changing cables and chains. Each participant will receive a cycle check form where the mechanic will inform them of work completed and the impact of those changes if the cycle to safe to ride. Where repairs exceed the scope of a Dr Bike session, our mechanics will direct participants to local bike shops.

Step 1: Identify Dr Bike and intervention for workplace

Step 2: Confirm suitable location, date and time. Carry out risk assessment and promote event

Step 3: On day of event: ask participants about any issues they've noticed when cycling, carry out safety assessment of cycle, identify repairs needed and carryout bike maintenance repairs

Guidance contained in this document is intended for use by ESPO employees; however, it is made available to ESPO customers. ESPO customers must seek their own legal advice as to the content and drafting of this document.

Guidance contained in this document is intended for use by ESPO employees advice as to the content and drafting of this document.

Step 4: On day of event: fill out safety check sheet including repairs made, talk through changes with participant. Make participants aware if brakes have been tuned / are more responsive

Step 5: On day of event: where additional work is needed advise participants that cycle isn't safe and give information on local bike shops. Inform Workplace Champion on participant numbers at event.

We will hold sessions that are promoted / supported by a workplace champion. This will foster confidence for those joining with participants able to take part in a familiar setting. Sustrans understands that for those who are new or returning to cycling a safe environment is key.

To ensure inclusive engagement we will offer a tailored promotional and delivery approach. The project team are experienced in working with Nottingham City's diverse communities, using inclusive language when explaining the offer and work carried out on their cycles. Bike mechanics are familiar with a variety of adapted cycles.

This is a mobile bike repair session, free of cost to the staff. The mechanic can provide a bike safety check and make minor repairs to ensure the bike runs smoothly. Free security marking and database registration with Bike Register can also be provided if bike theft is a concern. Bike maintenance training sessions can be offered to staff who are interested in learning to make their own repairs. These sessions cover basic repairs such as puncture

repair and minor adjustments, giving commuters the confidence to travel by bike.



Figure 2: Dr Bike event at Duncan MacMillan House for Nottinghamshire Healthcare NHS Foundation Trust.

Number of Dr Bike Events Delivered

Over the course of the 8-month project, Sustrans will carry out a minimum of 15 sessions at workplaces in Nottingham.



Figure 3: Project Officer delivering bike giveaway & MOT check event in Nottingham.

Guidance contained in this document is intended for use by ESPO employees; however, it is made available to ESPO customers. ESPO customers must seek their own legal advice as to the content and drafting of this document.



Figure 4: Workplace social media feedback after Dr Bike event.

**Q3 Business/
Organisation
Engagement**

Describe how you intend to engage with businesses and organisations encouraging staff to participate in the different aspects of the active travel offer. Detail how you could attract other businesses and organisations (within the city boundary) to the service.

A3.	<p>Response Word Limit 1000</p> <p>Engage businesses and encourage staff to participate Sustrans will contact the organisations who have registered interest through the Workplace Travel Service to encourage them to participate in the project.</p> <p>For those organisations that have previously engaged in the project we will look to set up a meeting to discuss how we can build on or complement previous delivery and existing policy/context.</p> <p>For organisations new to the project, we will first contact them with information that lays out what we offer to their workplace and the benefits this will deliver for staff and the organisation. We will then hold an inception meeting to discuss their specific policy context, barriers, infrastructure, culture, organisational set-up etc. as part of a SWOT analysis. This will inform the development of a bespoke package of measures to trial with the organisation.</p> <p>Organisations which aren't responsive to initial emails will be followed up over email (including other recipients where provided) and by telephone. If there is still a lack of response we will visit the site in person.</p>	
-----	--	--

	<p>To encourage staff to engage in the project we will work with our contact at each organisation along with their communications department. We will develop communications materials that are engaging and eye catching to help promote our initiatives and encourage uptake. We will also hold pop-up information stalls on site where we can interact with employees directly and encourage them to attend future events.</p> <p>Our work on the previous Nottingham Workplace project has allowed us to maintain warm leads with organisations and a number of these have expressed an interest in working with us again including:</p> <ul style="list-style-type: none"> - Games Workshop: a very strong wish to work with us again after a very successful Wellbeing: Staff Travel all-day event in March 2025. - Nottinghamshire Healthcare NHS Foundation Trust: a very strong wish to do more events with Sustrans. They have obtained around 10 e-bikes for community-based staff using a NCiC Workplaces Travel Grant, and have expressed interest in support with these, e.g. training and/or route planning for staff. - Nottingham Community Housing Association (NCHA): expressed a general desire for involvement in future events with us. - NCiC: had successful Dr Bike events and 121 cycle lessons/buddy rides for staff in 2024-25 project. They were also active in sharing info with staff internally, which helped result in developing 21 PTPs for staff on the 2024-5 project. - Experian: expressed interest in a group ride for staff. - Nottingham College: invited us to do a Dr Bike at an event in early April 2025, which we weren't able to attend as the project had ended. Seems a strong likelihood they would want to work together again. - Nottingham Playhouse: had put link to our 2024-25 PTP online survey on their intranet for staff to complete to receive route plans and would very likely share the link for a new survey again. <p>Attracting other businesses</p> <p>Sustrans will proactively encourage additional Nottingham City organisations to participate in the project, and we will provide the relevant support once they have registered. This is something that</p>	
--	--	--

	<p>we did in the previous Nottingham Workplaces project with success (the target of 15 workplaces engaged was exceed by 5).</p>	
--	---	--

	<p>Through previous work within Nottingham, we have built up a stakeholder map of organisations in the city that may be suitable to work with through a project such as this. We will spend time adding to this stakeholder map and reaching out to prospective organisations with tailored communications to show how the project will benefit their organisation. Our Officers have existing relationships with several organisations or have links to workplaces that may be suitable for this project which will help in identifying suitable opportunities.</p> <p>We can also lean on our network of Active Travel Champions from previous projects who are linked in with other organisations in the city and can link us with these organisations.</p>	
Q4 Quality Standards	Describe how cycling interventions highlighted in the form of contract under section 'Quality Standards' will be delivered competently and professionally.	

A4	<p>Response Word Limit 2000</p> <p>Sustrans has a statutory duty to ensure, so far as is reasonably practicable, the health safety and welfare of all employees and anyone else that might be affected by its undertakings. Our Health and Safety policy sets out the approach to ensure that these duties are met. The policy is supported by additional Health and Safety procedures and standards that all colleagues work to.</p> <p>Our key principles are:</p> <ul style="list-style-type: none"> • Compliance with regulatory and legal requirements • Leadership, Culture and Values • Systematic Approach • Engagement • Resourcing • Competence and training • Risk Management • Health and Safety Standards • Incidents • Performance and continuous improvement • Our commitment to Equity, Diversity and Inclusion 	
----	--	--

	<p>Sustrans is committed to being a charity 'For Everyone', embedding this principle across our strategy, project delivery, internal culture and infrastructure design. We actively seek to improve opportunities for underrepresented groups and ensure meaningful engagement with diverse communities.</p> <p>We recognise our responsibilities under the Equality Act 2010 to:</p> <ul style="list-style-type: none"> • Eliminate discrimination and harassment • Advance equality of opportunity • Foster good relations between people with and without protected characteristics (age, disability, gender reassignment, pregnancy/maternity, race, religion/belief, sex, sexual orientation) <p>Our Inclusive Delivery Action Plan, shaped by input from disabled people and marginalised voices, ensures their needs and experiences are central to our work. This includes amplifying voices in decision-making, offering fair payment for input, and designing accessible infrastructure and tailored behaviour change projects.</p> <p>Our engagement methods will prioritise reaching people with protected characteristics and those often underrepresented or hard to reach. We will work closely with community partners to better understand and support their needs.</p> <p>To ensure cycling interventions will be of the highest standard of competency and professionalism Project Officers to work in accordance with the above in all aspects of project delivery. When delivering activities Sustrans will use generic risk assessments that address the most likely hazards associated with our common activities, such as Dr Bike sessions. Sustrans will take action to eliminate, reduce or control risks to an acceptable level and by doing so, will reduce the potential for accidents or incidents. All risk assessments are approved by the Project Manager before event delivery.</p> <p>Examples of generic risk assessment and plan templates that Sustrans holds are:</p> <ul style="list-style-type: none"> • RA08 Events • RA32 Dr Bike • RA41 Stalls and displays • RA42 Riding Skills Event <p>These risk assessments cover the significant hazards, who they might harm and how, and what is needed to manage the risks. Every time an activity is undertaken the assessment is reviewed and controls are</p>	
--	--	--

	<p>added for any specific arrangements. In addition to the risk assessments, Sustrans Project Officer's refer to the Sustrans Risk Assessment Procedure (H&S/PRO/02) and Risk Assessment Standard (H&S/STD/12) for further information on assessing and managing risks.</p> <p>With specific reference to RA32 Dr Bike, hazards identified include:</p> <ul style="list-style-type: none"> • Bike checking • Minor maintenance and repairs • Substances hazardous to health • Mechanical failure of bike • Personal security due to theft / assault • Location / facilities <p>All the above have control measures associated with them and supporting documents to show Project Officers have planned and thought through the session delivery to minimise risk. Example risk assessments can be provided on request.</p> <p>The project team delivering activities are certified bike mechanics and skilled engagement specialists. At bike maintenance events they will use their qualifications to carry out cycle safety checks and minor repairs.</p> <p>All Sustrans colleagues that ride a cycle as part of their job can ride to National Standard Level 3. Sustrans holds a Cycling at Work Standard that will be referenced when communicating best practice for cycling. The standard covers:</p> <ul style="list-style-type: none"> • Before Setting Out • Whilst Riding • Folding Bicycles • Carrying Loads • Cargo Cycles • Cycle Trailers • E-cycles <p>With in-depth local knowledge and expertise of cycle commuting Project Officers can communicate information around:</p> <p>Cycle security</p> <ul style="list-style-type: none"> • Demonstrate best practice the in use a D-lock and cable, advice on where to lock up cycles and the offer of security marking and registration with Bike Register. Distance cycling • Plan the route in advance and if possible, take a quieter route avoiding heavy traffic (i.e., National Cycle Network or back 	
--	---	--

	<p>roads) and take a map or GPS device if you are unfamiliar with the area. Up to date route information can be found on the Sustrans website.</p> <ul style="list-style-type: none"> • Consider the location and nature of your journey and if there may be any concerns from travelling alone (such as, rush hour traffic, road works, local diversions, ‘unfriendly neighbourhoods’, isolated locations etc.). • Always consider that the shortest and/or easiest route may not be the safest. • Remember that if weather or route conditions make the journey too hazardous, you should seriously consider not riding and to choose an alternative, safer way to travel. • Allow ample time to reach your destination. Take a professional approach to planning and carrying out your journey. • Buddy rides with Sustrans staff, qualified in national cycling standards, can be arranged on an individual or group basis. This could be to test ride a commute for the first time to increase confidence, or to show the routes between different workplace sites. <p>Cycling in different weather conditions</p> <ul style="list-style-type: none"> • Check the weather forecast if you are going out for more than a couple of hours. • Dress for the weather and take any additional clothing you may need. • Take sun cream if you may need protection from the sun. • Additional advice on winter cycling will include change to braking distances in wet conditions and awareness of ice. <p>Night cycling & reflection/lights</p> <ul style="list-style-type: none"> • Guidance on taking lights if anticipating riding outside daylight hours and spare batteries if the journey is long. • This will cover placement of front and rear bike lights and recommendation on lights to purchase. • We will have a number of bike lights available to giveaway at selected workplace events. Tips to keep a bike in shape • Tips will include saddle height, cleaning, checking tire pressures and how to oil a chain. 	
--	--	--

	<ul style="list-style-type: none"> Ensuring that the cycle being used is in good order by carrying out a simple visual check yourself covering basic items. An Mcheck guide is available on the Sustrans website. <p>Appropriate Clothing and accessories</p> <ul style="list-style-type: none"> It is recommended that cyclist avoid wearing dark coloured clothing; instead, opting for more conspicuous brighter coloured / high visibility clothing and reflective clothing if riding after dark. Take a mobile phone to call for help if likely to be away from immediate assistance i.e., houses, shops etc. Take a tool kit, pump, and spare inner tube if you feel able to repair a puncture yourself. Guidance on bike racks / panniers to transport work equipment and ensuring helmets are correctly fitted. Riding on shared-use paths Awareness on cycling safely when sharing space with pedestrians, using bells where appropriate and looking out for blue 'shared path' signs. Guidance on being careful of other users on traffic free paths. Taking particular care around horses and other animals. Giving a timely warning and be prepared to slow down or stop to let them pass. <p>Safe riding of Ebikes</p> <ul style="list-style-type: none"> An electric cycle or e-cycle is not too dissimilar to a normal cycle. If you removed the battery and motor, you would find that everything is in the same place and functions in the same way as bicycles always have. However, with a motor and battery, the cycle helps you, assisting your pedalling on or off road. Extra consideration needs to be given to the way the cycle handles. Particularly in relation to starting, stopping, cornering and acceleration. The extra weight can mean that the e-cycle is unsuitable for train journeys where cycles must be stored on overhead hooks or where there is restricted manoeuvrability. Because of the extra weight and handling difficulties, novice and less able riders may find that initially, e-bikes are more difficult to ride than a conventional bike. Before you use an e-cycle for the first time, make sure that you familiarise yourself with the different handling characteristics from those of conventional cycles. 	
--	---	--

- Partnering with Lime Bikes, ebike trials could be made available at workplace events providing there was enough space. The risk assessment and route would be done by Project Officers and shared with the workplace in advance.

Project Officers will utilise recent experience of delivering active travel support, personal travel plans and advice to workplaces and jobseekers across Nottingham City to share their knowledge of:

- Safe riding on tram routes
- Riding on NCC's expanding segregated cycle route
- Appropriate sections of the Highway Code and hierarchy of road user
- Hiring and using Lime ebikes
- Route planning and route apps



Figure 1: Lime E-bike flyer for Nottingham Workplaces.



	<p><i>Figure 2: Information stand at Nottingham Community Housing Association.</i></p> <p>This information will be relayed across event delivery including Dr Bike sessions, travel planning workshops, pop-up stalls at larger workplace events, as well as through digital and printed media shared with workplace champions.</p> <p>Additional expert knowledge will be shared with participants by drawing on the wider Sustrans National Cycle Network (NCN) Development team, enabling Project Officers to advise on the NCN routes and any improvements or changes planned.</p> <p>Examples of Sustrans delivering cycling interventions competently and professionally</p>	
--	---	--

Guidance contained in this document is intended for use by ESPO employees; however, it is made available to ESPO customers. ESPO customers must seek their own legal advice as to the content and drafting of this document.



Figure 3: Promoting National Walking Month to Nottingham residents as part of the Travel Well programme.



Figure 4: Sustrans information stall offering sustainable travel support to Nottingham jobseekers.

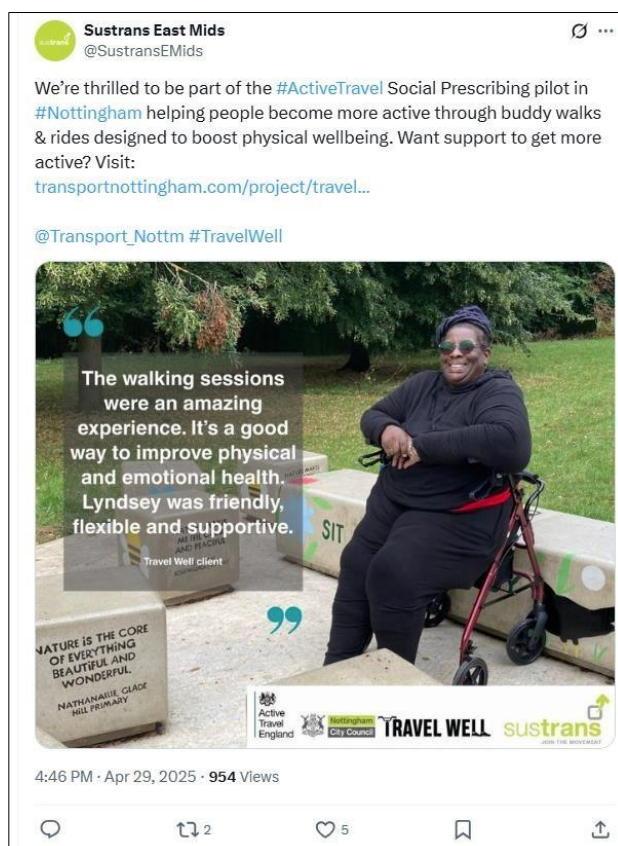


Figure 5: Nottingham resident endorsement of Sustrans support given as project of the Travel Well Social Prescribing pilot.

Guidance contained in this document is intended for use by ESPO employees; however, it is made available to ESPO customers. ESPO customers must seek their own legal advice as to the content and drafting of this document.



Figure 6: Sustainable travel stall at Nottingham College as part of a previous workplace support project.

Q5. Personal Travel Planning

Provide an account of how you will deliver Personal Travel Plans for staff at workplaces. Refer to examples of the outputs from your delivery techniques.?

How many Personal Travel Plans can you deliver by 31 March 2026

A5.	<p>Response Word Limit 2000</p> <p>How Sustrans will deliver Personal Travel Plans (PTPs)</p> <p>Personalised Travel Planning (PTP) changes people’s travel habits by providing them with information and the motivation to try alternatives to the car for regular short journeys. On a workplaces project, Personal Travel Planning is targeted particularly at commuting journeys.</p> <p>Within the delivery team, George has been writing PTPs for over 10 years, Michael knows Nottingham very well and has just finished writing 85 PTPs for the Nottingham Jobseekers project where he gave excellent advice. He also developed</p>	
-----	--	--

	<p>60 PTPs on the 2024-5 Workplaces project. Lyndsey is currently working on the Nottingham Travel Well project where she writes PTPs for clients across Nottingham and tailors them to the client's individual health and wellbeing needs.</p> <p>The sections below give detail on PTP development.</p> <p>Contacting and gathering information from employees</p> <ul style="list-style-type: none"> • Sustrans will contact employees through events and activities delivered at their workplace, or through their workplace's internal communications (typically their intranet or employee newsletter), which Sustrans will have supplied content for. • Employees engaged at workplace events and activities either: <ul style="list-style-type: none"> ○ register their details for a PTP to be developed for them later and emailed to them as a pdf, ○ or will be given a face-to-face PTP (usually for walking and cycling routes). • Those signposted by their workplace's internal communications will complete Sustrans' online PTP survey. • In all cases, the following information is gathered from the employee: <ul style="list-style-type: none"> ○ Their desired start and finish points for the journey – typically their home and their workplace, respectively. ○ The travel mode(s) they would like to use, being one or more of cycling, walking/wheeling, bus, tram. ○ The time of day they would like to travel, which is particularly relevant for public transport journeys. It may also be relevant for cycle journeys, where traffic levels can vary considerably on some roads, including those outside schools. ○ Any preferences they have for route types. For example, some employees may prefer off-road walking or cycling routes, or to cycle on quiet roads and avoid busy ones. 	
--	--	--

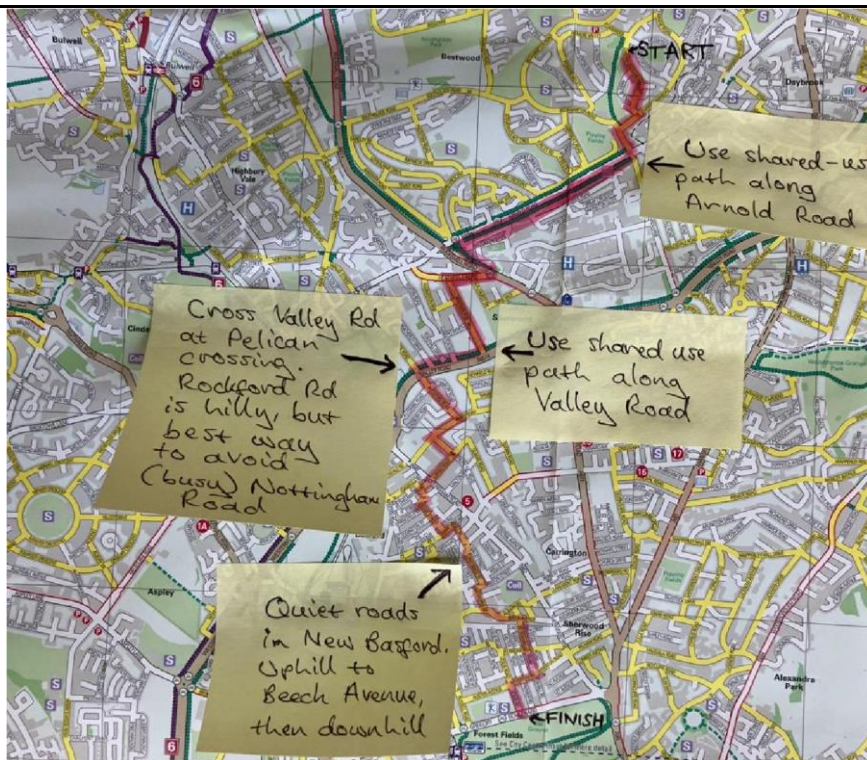
		<ul style="list-style-type: none"> ○ Barriers they may face to adopting a different travel mode. Sustrans will ask about: <ul style="list-style-type: none"> □ mobility needs that the employee has. For example, they may use a non-stand cycle; □ any personal security concerns they have - for example some employees may have concerns that active travel routes which they would feel able to use (e.g. an off-road cycle route), may feel isolated, or not well-lit if they are commuting at night-time in the Autumn or Winter. <p>Developing the PTP</p> <ul style="list-style-type: none"> • At an event or activity, the walking and/or cycle route will typically be drawn onto a City Cycle Map with a highlighter. • Where developed remotely, a pdf document will be emailed to the employee. For each travel mode requested by the employee a route map taken from an online route planning tool (see below) will be provided, with a hyperlink link to the map. • Description of the route will be given, either verbally or in written form. In written PTPs, the distance and approximate travel time for each route will be given. • Wherever possible the route will be tailored to the individual needs of the employee, and any issues highlighted, either verbally at a face-to-face delivery, or in writing in the pdf document . For example, where an employee has expressed a preference for avoiding cycling on busy roads, a route will be chosen which reflects this. If a section on a busy road is unavoidable, this will be highlighted. • Written PTPs also include: <ul style="list-style-type: none"> ○ Advice on cycling related signage ○ Information on the City Cycle Map, including where to pick up physical copies, and a link to the map online. ○ A link to the Lime e-hire bikes scheme. ○ Links to route planning tools and information on travel modes each can be used for. 	
--	--	--	--

	<p>Route planning tools</p> <p>The following online route planning tools will be used to develop written PTPs. Different tools are useful for different travel modes.</p> <p>Sustrans project staff have experience of using all of them, and of their strengths and weaknesses.</p> <ul style="list-style-type: none"> • Komoot: for planning walking and cycling routes. The tool suggests one route per travel mode, and gives a map, the route distance and estimated travel time. <ul style="list-style-type: none"> ○ It can also show what the surface is like as well as the type of route (road, cycleway, path etc.), though to be able to view this detail the employee would need to have or create a (free) account on Komoot. ○ Komoot generally recommends good routes. One weakness relates to the fact that for walking routes it appears to attempt to take the user away from roads wherever possible. Though often a positive, it can lead to it suggesting alleyways or paths which may be very secluded, and in some cases not fully accessible. • Cycle Streets: for planning cycling routes. <ul style="list-style-type: none"> ○ A strength of the tool is that it offers three route options: Fastest, Balanced and Quietest, giving distances and journey times for each. ○ The tool is based on good data and in most cases suggests good quality routes. ○ The tool gives a lot of additional information, including a breakdown of the route into small sections, showing instructions and a map for each one. ○ Most frequently, the Quietest option will be most appropriate. One consideration is that for some routes - to avoid using a busy road at all - the Quietest option can involve some slightly lengthy sections of walking. In this case it may be that the Balanced option is recommended. ○ In all cases the employee will be able to view all three options online. • Google Maps: for planning walking, cycling and public transport routes. 	
--	--	--

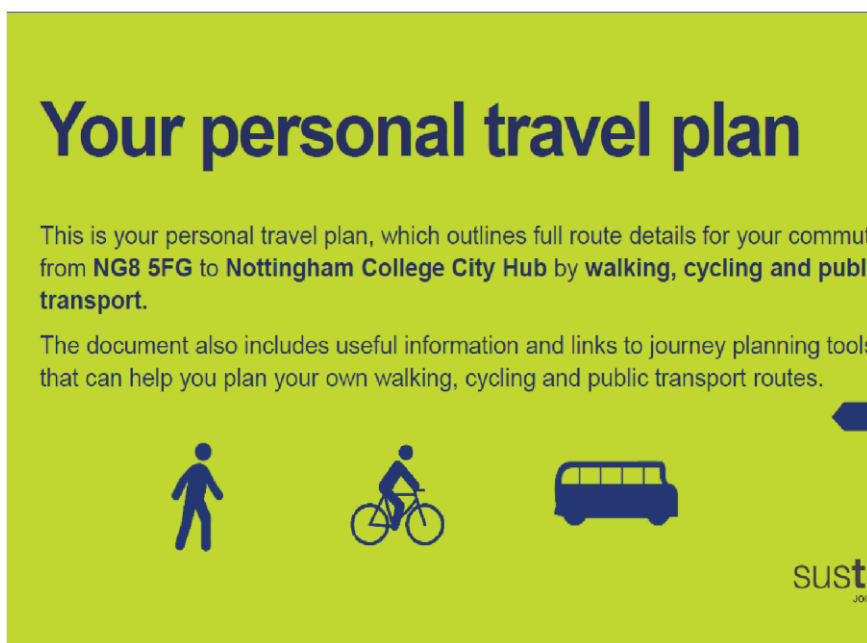
	<ul style="list-style-type: none"> ○ For walking and cycling routes Google Maps suggests three different routes options. On average it offers slightly lower quality than the other tools, sometimes suggesting busier though more direct options. In some cases, though, it can offer the best route of all the three tools. ○ Google Maps holds very comprehensive bus and tram route data. It is therefore used for public transport journeys. <ul style="list-style-type: none"> □ A strength of the tool is that the journey time can be set according to preferences expressed by the employee. □ Note that if no journey time is given by the employee this is typically set by the Sustrans staff member to 8am on a Monday three to four weeks in the future from the date of the PTP's development, to allow for the employee perhaps not reading it straight away. <p>Sense-checking and giving additional detail on suggested routes</p> <p>As part of the process of developing written PTPs, the routes suggested by each travel mode-appropriate online tool will be reviewed, and the appropriate one for the individual employee will be selected.</p> <p>To do so, Sustrans project staff will apply their own knowledge of the route to sense-check it.</p> <ul style="list-style-type: none"> • For walking and cycling routes this will include reviewing where any sections may be isolated or poorly lit at night. If a route, which may have these issues is still – for the reason of having other strengths – recommended, the issues will be described, and where possible alternatives to these sections suggested, for the user to utilise if they choose to. Note that this may also be the case for face-to-face PTPs, in which case the issues will be detailed verbally. <p>For cycle route suggestions - both in written PTPs and those delivered face-to-face at events and activities - cycle infrastructure available on the route will be highlighted:</p>	
--	---	--

	<ul style="list-style-type: none"> • For face-to-face PTPs, the route will typically be drawn on a City Cycle Map, and infrastructure such as segregated cycle tracks, shared-use paths and on-road cycle lanes (including those in bus lanes) will be pointed out. • The strengths and weaknesses of each will be discussed wherever appropriate. In general, higher quality infrastructure will be the easiest to use. Particularly in the case of on-road cycle lanes on busier roads, potential hazards related to using them will be pointed out. • Notably relating to written PTPs, none of the online tools give clear information – particularly to an inexperience user - on where cycle infrastructure is in place and what type it is. Sections of the route with infrastructure will therefore be highlighted in the text, with any issues noted. <p>In the case of cycle routes, the option to walk short sections which the user may be unsure of using – for example because they feel slightly too busy – will also be stated, verbally or in writing. It can be the case that less experienced cyclists feel that they ‘should’ cycle all of a recommended route, but they do not have to.</p> <p>Developing bespoke routes for written PTPs</p> <p>Occasionally, none of the online tools offer an acceptable route for the employee’s journey.</p> <p>Where this occurs, a Sustrans project staff member can develop a route themselves based on their own knowledge and experience, as they do when delivering a PTP face-toface.</p> <p>The route can usually be drawn onto an online map on either Komoot or Google Maps, and the link shared within the written PTP. If this is not possible then the route can be drawn onto a screenprint of an online map ‘by hand’ in an application such as Word, and this incorporated into the written PTP pdf document.</p> <p>PTPs developed as part of 1-2-1 cycle sessions</p>	
--	--	--

	<p>Where an employee has requested a 1-2-1 ‘buddy ride’ cycle session, this will typically be on their commuting route to their workplace.</p> <p>A suggested route will be developed by the Sustrans project staff delivering the session, based on the needs and preferences discussed either over email or by telephone.</p> <p>The route will be shared within a written PTP developed as described above, and/or by giving the employee a physical copy of the City Cycle Map - with the route highlighted on it – at the session.</p> <p>Additional detail, for example relating to lighting, any isolated areas, and cycle infrastructure on the route, will be highlighted in a written PTP, but will in all cases be discussed as part of the instruction and ‘buddying’ within the 1-2-1 sessions itself.</p> <p>Partnership working with the City Council</p> <p>As part of the development of PTPs on the 2024/5 Jobseekers and 2024/5 Workplaces projects, a small number of issues relating to the current City Cycle Map were found.</p> <p>These related to:</p> <ul style="list-style-type: none"> • cycle paths shown either not existing or being potentially unsafe to use, or • useful cycle paths suggested by online tools (which do exist) not being shown on the Cycle Map. <p>These were shared with City Council staff, for consideration in the development of the next edition on the Cycle Map.</p> <p>Example of a face-to-face PTP</p> <p>The photograph of the City Cycle Map below has been annotated with post-it notes to show (selected) advice given verbally.</p> <p>This route and verbal advice was given to a client on the Jobseekers project in July 2025.</p>	
--	--	--



Example of a written PTP:



Walking route



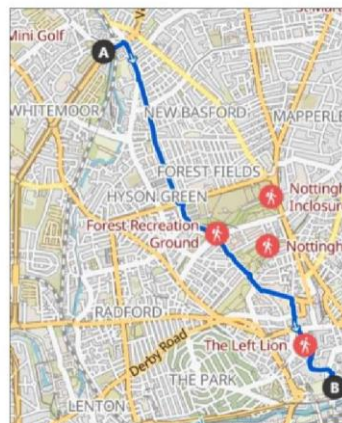
Route (3 miles, approx. 1 hr 19 mins)

Komoot suggests a route that mostly avoids the main roads into the city centre.

It is generally uphill to the top of the Forest Rec, then generally downhill.

Note that the sections through the edges of the Forest Rec and the Arboretum may feel isolated at night, so you may want to stay on the roads parallel to them.

View the Kamoot route [online](#).



Advice for cycling



Blue cycle route and shared path signs indicate designated lanes for people walking and cycling. Follow these signs for a quieter journey, away from traffic.

Numbers in red boxes on cycle route signs indicate the designated trail on the National Cycle Network (NCN).

Prepare for your journey by checking the surfaces you will encounter on your route with [Google Street View](#).



Cycling route



Route (3.5 or 4.5 miles, approx. 31 or 35 mins)

The CycleStreets tool gives 3 route options: 'quietest', 'balanced' and 'fastest'. View the Cycle Streets' routes [online](#).

You can view the three route suggestions by clicking the tabs on the webpage. You will probably want to use either the **Quietest** or **Balanced** route.

The Quietest route (green) is longer, but mostly off-road and fairly flat. It uses the shared-use path (pavement) along the ring road – which you are permitted to cycle on – then quiet roads to link to the segregated cycle tracks along Castle Boulevard and Canal Street.


The Balanced route uses roads and is much hillier. Note that the tram rails make turning from Wilkinson Street into Radford Road hazardous on a bike, so you may want to walk through that junction.

The route then uses generally quite quiet roads. The exception is where it joins Milton Street, which is busy with buses. There is always the option to walk any busy sections if preferred.

You may also find it useful to look at the routes on the City Cycle Map – see the link on page 6.



Guidance contained in this document is intended for use by ESPO employees; however, it is made available to ESPO customers. ESPO customers must seek their own legal advice as to the content and drafting of this document.

	<div data-bbox="458 580 888 620"> <h2>Maps and Transport hire</h2> </div> <div data-bbox="906 564 979 633">  </div> <div data-bbox="1206 589 1254 616"> <p>SUS</p> </div> <div data-bbox="458 660 718 683"> <h3>Nottingham City Cycle Map</h3> </div> <div data-bbox="458 683 1254 728"> <p>This is available online. Paper copies are also available at Tourist Information in the City Centre and often at libraries.</p> </div> <div data-bbox="458 754 644 779"> <h3>Lime Electric Bikes</h3> </div> <div data-bbox="458 779 1254 831"> <p>Lime bikes are available to hire throughout Nottingham. For more information on how to register for the scheme and pricing, click here.</p> </div>
--	--

Useful links

Journey planning tools

- Komoot: for planning walking and cycling routes. It offers different types of cycle routes and shows what the surface is like as well as the type of route (road, cycleway, path etc.). Sustrans recommends routes away from heavy traffic.
- Cycle Streets: for planning cycling routes. It offers Fastest, Balanced and Quietest route options; it gives a lot of additional information as well as various map options. Sustrans recommends the quietest routes as these are the routes which will take you away from heavy traffic.
- Google maps: for planning walking, cycling and public transport routes. Please note that not all Google maps routes direct you along quiet and light traffic routes. It is advised that you take time to test the route first or at least give yourself more time on your first journey.

Public transport route



Bus or Tram (approx. 34 mins)

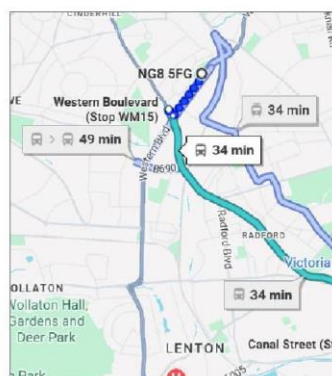
For the bus, walk to the Western Boulevard stop on Nuthall Road, and then catch either the 78 or 79, getting off at Canal Street.

For the tram, walk to Basford tram stop and catch either the Toton Lane- or Clifton South-bound tram, getting off at Lace Market.

View the journey options [here](#).

See NCT bus timetables [here](#).

See NET tram timetables [here](#).



	<div data-bbox="459 264 553 286">Useful links</div> <div data-bbox="459 293 729 322">Journey planning tools</div> <div data-bbox="1161 286 1257 315">sustrans</div> <div data-bbox="459 360 1147 663"> <ul style="list-style-type: none"> • <u>Komoot</u>: for planning walking and cycling routes. It offers different types of cycle routes and shows what the surface is like as well as the type of route (road, cycleway, path etc.). Sustrans recommends routes away from heavy traffic. • <u>Cycle Streets</u>: for planning cycling routes. It offers Fastest, Balanced and Quietest route options; it gives a lot of additional information as well as various map options. Sustrans recommends the quietest routes as these are the routes which will take you away from heavy traffic. • <u>Google maps</u>: for planning walking, cycling and public transport routes. Please note that not all Google maps routes direct you along quiet and light traffic routes. It is advised that you take time to test the route first or at least give yourself more time on your first journey. </div> <div data-bbox="1187 360 1257 674">  </div> <div data-bbox="459 797 552 819">Useful links</div> <div data-bbox="459 824 785 853">Sustrans and other websites</div> <div data-bbox="1150 817 1257 846">sustrans</div> <div data-bbox="459 896 1257 1039"> <ul style="list-style-type: none"> • Sustrans website offers a wealth of information on starting cycling, tips on commuting to work advice on <u>keeping safe & comfortable on the bike</u>, and inspirational blogs on walking, wheeling and cycling. • Follow Sustrans East Midlands on social media for local events, challenges and to join our online community: <u>Twitter</u>, <u>Instagram</u>, <u>YouTube</u> • Keep up to date with local news via the <u>Transport Nottingham website</u>. </div> <div data-bbox="459 1093 564 1200">  </div> <div data-bbox="604 1093 707 1200">  </div> <div data-bbox="751 1120 1257 1173"> <p>For further information and assistance, please email nottinghamworkplaces@sustrans.org.uk</p> </div> <div data-bbox="459 1339 829 1395"> <p>Sustrans is the charity making it easier for people to walk and cycle.</p> </div> <div data-bbox="459 1422 831 1529"> <p>We connect people and places, create liveable neighbourhoods, transform the school run and deliver a happier, healthier commute.</p> </div> <div data-bbox="459 1556 675 1583"> <p>Join us on our journey.</p> </div> <div data-bbox="459 1680 679 1706"> <p>www.sustrans.org.uk</p> </div> <div data-bbox="459 1720 809 1753"> <p>Registered Charity No. 326550 (England and Wales) SC038263 (Scotland) VAT Registration No. 416740656</p> </div> <div data-bbox="1062 1657 1257 1753">  </div> <div data-bbox="375 1839 938 1879"> <p>Proposed number of PTPs delivered</p> </div> <div data-bbox="375 1877 1244 1986"> <p>Sustrans proposes to deliver 70 PTPs over the contract period. This is lower than the requested number of PTPs but is based on the number delivered in the last Workplaces</p> </div>
--	--

	project in Nottingham (93) and scaled for a shorter timeline and additional resource needed to deliver the Active Travel Challenge.
Q6 Workplace Active Travel Champions	Describe how you will develop, deliver and sustain support for active travel champions within Nottingham's workplaces. What number of champions could be supported by 31 st March 2026
A6.	<p>Response Word Limit 15,00</p> <p>Sustrans will recruit and support 10 workplace Champions who can advocate for the project and co-promote active and sustainable travel to their colleagues and to senior leaders.</p> <p>Process flow diagram The following diagram shows the process for identifying Champions and provision of support to them. The sections below give more detail on each stage:</p> <pre> graph TD A[Identify Workplace contact] --> B[Initial meeting and SWOT analysis] B --> C[Decide whether to designate contact as a Champion] C --> D[Provide appropriate support to Champion] D --> E[Training, including sharing of best practice examples] D --> F[Buddying with Champions at other Workplaces] D --> G[Connect to WTS grants (as necessary)] D --> H[Provision of information to support sustained active travel at Workplace] B -.-> I[Work with to deliver project activities (events, PTPs, 121s)] </pre>

	<p>Initial meeting and SWOT analysis</p> <p>As detailed elsewhere, once an appropriate workplace contact has been identified, an initial meeting will take place with them.</p> <p>To tailor support to a workplace, Project Officers will carry out a mini-SWOT analysis at the initial meeting. This can be semiinformally and done largely as part of discussion with the workplace contact. In instances where we have previously worked with the employer this could include reflection on the activities done, and what is now required to increase impact.</p> <p>Work with the contact to deliver project activities</p> <p>As described elsewhere – so not expanded upon here – the initial meeting and SWOT analysis will inform project activities, such as events, PTPs and 121 cycle sessions, which will be delivered with the workplace contact.</p> <p>Decide whether to designate the contact as an Active Travel Champion</p> <p>In discussion with the workplace contact, a decision will be made on whether to designate the contact as a ‘Champion’, to be provided with the additional requisite support. The decision will be based on considerations including:</p> <ul style="list-style-type: none"> • The contact’s role within their Workplace, and the level to which this role allows them to support Active Travel. For example, a contact whose job role relates directly to sustainable travel may be better placed to dedicate time to support active travel than a contact with a general HR role. • The workplace’s level of support for active travel at the corporate level • The contact’s personal level of engagement with active travel <p>Provide appropriate support to designated Champions</p> <p>Workplace Champions will be supported to work in a way relevant to their organisation, to support them to undertake initiatives including:</p> <ul style="list-style-type: none"> • Promoting opportunities during the project • Sustaining activity and interest once the project ends 	
--	--	--

	<ul style="list-style-type: none"> • Advocating for investment in sustainable and active travel to senior management teams (where possible) <p>Types of support provided to Champions</p> <p>Because of the variety in workplace sizes and types, flexible engagement options and a mixture of approaches and tools will be needed. There are four types of support, detailed below.</p> <p><u>1. Training sessions for champions</u></p> <p>A training session can be provided to Champions to help them gain the skills they will need to continue to empower and lead people to enjoy active travel.</p> <p>In recognition that the Champion is likely to have limited time within their job role, the training is designed to be short and concise. It can be delivered in person or online, to either one workplace or to multiple workplaces at a time.</p> <p>Training will be tailored appropriately to workplaces, and can include:</p> <ul style="list-style-type: none"> • Advocating for active travel: how to advocate for and provide basic support to colleagues to shift to active travel modes. • An overview of local organisations who support active travel, whom colleagues can be signposted to e.g. cycle training organisations and community bike shops. • An overview of online walking and cycling route planning tools and available maps – e.g. the City Cycle Maps - whom colleagues can be signposted to, including which are most useful for which travel mode. • Sources of other active travel information e.g. Transport Nottingham, the Sustrans website <p>Training will include the provision of best practice examples to Champions.</p> <p>At the end of the 2024/5 project Sustrans developed a case study document with four examples of strong active travel practice from different organisations. This was shared with contacts at all workplaces who had some level of engagement on the project. It can be shared with new contacts who become Champions.</p>	
--	--	--

	<p>With permissions from the workplace, other examples of strong practice could be shared with Champions on the 2025/6 project.</p> <p>Sharing these examples helps to:</p> <ol style="list-style-type: none"> Inspire the Champions to consider other ideas for supporting active travel Highlight and celebrate the initiatives that workplaces in the City are already implementing to promote active travel. Provide information about the Nottingham workplace travel service and other available support opportunities. <p>2. <u>Buddying with other Workplace Champions</u></p> <p>To help Champions learn from and support each other, they will be 'buddied-up' where possible.</p> <p>To identify appropriate buddies, considerations will include:</p> <ul style="list-style-type: none"> Type of industry: workplaces in the same industry e.g. education, health, social housing provision, food production, may have a higher level of mutual understanding and overlap in initiatives they are interested in taking forwards. Sector: workplaces in the same sector (public, private, voluntary) may find they can buddy with each other more productively. Size of organisation: for example, large corporate organisations and a large public sector organisation may have more mutual interests than say a large corporate and an SME with a handful of employees. Type of intervention / activity interested in: for example, an organisation interested in purchasing pool bikes, or in supporting community-based staff members to start using e-bikes, may well benefit from an organisation which has recently done this, or is in the process of implementing it. <p>Buddying can take place flexibly. It may be appropriate for two Champions to buddy to share information and knowledge</p>	
--	--	--

	<p>on a single initiative, while others may want to buddy for a longer time.</p> <p><u>3. Connect to Workplace Travel Service grants (as necessary)</u></p> <p>All workplace contacts will be signposted to the City Council's Workplace Travel grants (where not already aware of them), particularly where a relevant need is identified in the initial meeting and SWOT analysis.</p> <p>Workplace Champions can be additionally supported to identify and advocate internally within their organisation for active travel measures which may not have been previously considered, and which could be supported by a grant.</p> <p><u>4. Provision of information to support sustained active travel at the workplace</u></p> <p>To help support sustained adoption of active travel at the Champion's workplace beyond the end of the project, they will be provided with information that can be shared on an ongoing basis with staff members using internal comms e.g. an intranet.</p> <p>This can include:</p> <ul style="list-style-type: none"> • Information on and links to active travel route planning tools • Local organisations offering cycle and / or cycle maintenance training • Local bike shops where cycles, including lower-cost reconditioned cycles, can be purchased. • Links to other sources of useful commuting information, for example Sustrans webpages on tips for commuting by cycle. <p>The Champion can be provided with information on local Dr Bike providers. This would give them the information required to allow the workplace to provide regular, workplace-paid-for Dr Bikes for colleagues.</p> <p>Workplace Champion Network Buddying</p> <p>Sustrans will set up online and in-person opportunities for businesses to come together to share best practice.</p> <p>Workplace contacts who have expressed a desire to do more events/activities for their staff</p>	
--	---	--

	<p>From the 2024-5 Workplaces project, Sustrans have had a number of employers in Nottingham who have expressed a wish to do more on a next phase of the project. Target workplaces would include:</p> <ul style="list-style-type: none"> • Games Workshop: we will support a Workplace Champion to develop a programme of active travel support with a focus on the wellbeing benefits. • Nottinghamshire Healthcare NHS Foundation Trust: They have obtained around 10 e-bikes for community-based staff using a NCC Workplaces Travel Grant and has expressed interest in developing an active travel offer for their staff, e.g. training and/or route planning for staff. We will set up a programme of support to ensure their 10 e-bikes are used by staff members. • Nottingham Community Housing Association (NCHA): NCHA have expressed a wish for future events. We will identify a Workplace Champion to fulfil this and their ambitions to improve active travel to work. • Nottingham College: To link with the new college year and a moment of change in the lives of students and staff members, we will identify interventions to instil active travel habits. <p>Knowledge sharing on workplaces projects</p> <p>Sustrans has extensive knowledge/experience on supporting workplaces to travel actively across the UK. Project Officers will draw on best practise and utilise resources from other areas.</p> <p>For example, in Norfolk, Sustrans run workplace competitions for staff and have helped workplaces to secure capital funds to enable active travel i.e. shower facilities for staff at hospitals. If successful, the Project Team can draw on this experience and consider what could work in Nottingham. Sustrans also has experience working with NHS Trusts across England, and where appropriate we would look to link up organisations to help advise on interventions and how to gain approval in the organisation.</p>	
--	---	--

Q7 Workplace Active Travel Challenge	Describe in detail the method you would use to deliver a workplace active travel challenge, how it incentivises participation, how it provides benefits to participants.

A7	<p>Response Word Limit 15,00</p> <p>Project plan</p> <p>We will design a bespoke active travel challenge with multimodal functionality to engage with and motivate your target audience to make more active journeys. To maximise engagement, we recommend delivering your Challenge in March 2026 to build upon the wider workplace engagement programme to encourage the target audience to make active journey choices at an optimal time into Spring / summer 2026 (the delivery plan follows a timeline for this). We are happy to discuss these timings or an alternative arrangement if required.</p> <p>The Big Bristol Challenge saw a 97% uptick in participation rate when launched in June, compared to an October challenge when this project was first initiated. Our experience shows that good participation rates can be achieved in the autumn months but that this is harder to maintain over the more challenging colder and darker period.</p> <p>We will deliver a workplace active travel challenge through a carefully planned timetable of works, building your bespoke platform and associated delivery materials over the coming months. Sustrans provides robust project management and high-quality management systems. These have been developed, tried, and tested through over 40 years of project delivery ensuring we deliver projects on time, to specified quality metrics and within budget.</p> <p>One of our skilled project managers will take the project through a number of gateways. Approval is secured through the relevant internal and external governance channels, before moving on to the next stage.</p> <p>We have a proven track record of delivering over 100 active travel challenges over the past 13 years. We will provide a wealth of knowledge and experience to build a successful campaign for Nottingham with the flexibility to adapt to your needs and to ensure an impactful user experience.</p>
----	---

	<p>Timeline</p> <ul style="list-style-type: none"> - <i>Inception meeting and planning Nov 25</i> An initial meeting with stakeholders will gather the information required to plan for an engaging and successful Challenge campaign. We use a tried and tested process to plan for this with predesigned pro-formas and an experienced project manager to collect all information. Careful planning will ensure that your bespoke challenge will fully align to the specific and wider scope of the programme. - <i>Web platform Build 1 – specification and functionality Dec 25</i> We build your Challenge platform using a phased approach, with built in time for review with stakeholders. This approach ensures that the platform functionality, including all the inbuilt calculators, are programmed to the agreed specification ensuring all the intricacies which make for a successful campaign are built to brief. - <i>Web platform Build 2 – content and promotion Jan 26</i> Web platform content will be engaging and easy to access. Liaising with stakeholders we will create content with tips and hints for participants as well as incorporating links to relevant 3rd parties. We want to incorporate local information that is beneficial to your target audience and signpost to other relevant projects in Nottingham. - <i>Promotion and early sign-up phase Feb 26</i> We will work with you and local partners to develop promotional and marketing materials for your target workplaces. This will include Twitter / Facebook / Instagram content as well as the production of downloadable posters, flyers, information sheets, and resource packs for project partners to use. We want to ensure that your Challenge offer is engaging for participants with information that stresses the positive aspects of taking part. We also highlight collective successes, so workplaces encourage employees to take part and be proud of their involvement, however small. We will design a promotional pack to ensure these goals are met. <p>The Challenge platform will go live for registration in February with incentives to sign up before 1st March 26</p> <ul style="list-style-type: none"> - <i>Challenge Live March 26</i> 	
--	--	--

The Challenge will start on 1st March and run until 31st March 2026 following a standard 4-week pattern. Starting on a Monday and following our established methodology, participants will be encouraged throughout the month to log journeys and switch their travel behaviours. We will gear up for activity from the start, build momentum throughout the month, strive for boosts of activity and celebrate success. A package of prizes and incentives will encourage participants throughout.

- Wrap up April 26

Following the Active Travel challenge finishing on 31st March and allowing for a few days for participants to back date any forgotten journeys we will collate the challenge data and apply useful metrics for further monitoring, including carbon and money savings, single occupancy vehicle (SOV) replacements, participant demographics and modal shift.

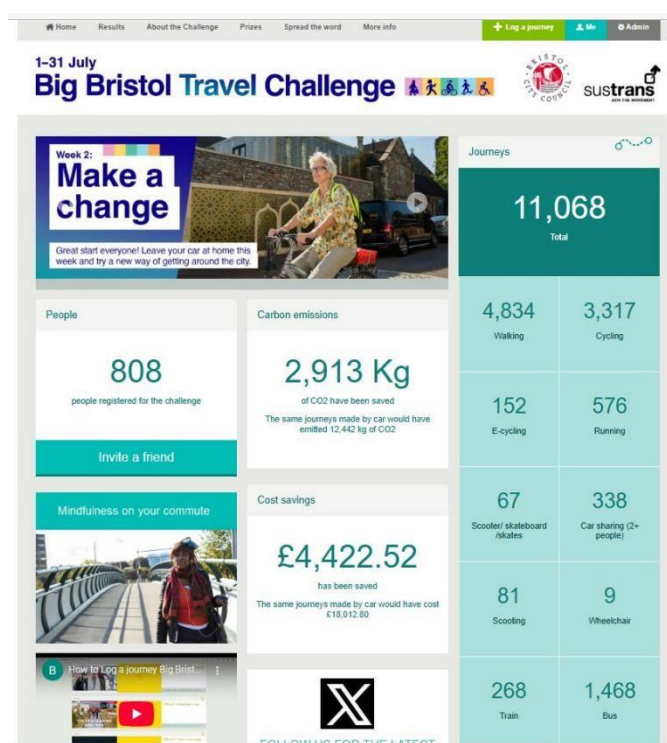


Figure 1: Example home page of the 2024 Bristol Challenge web platform.

User experience

Participants will register to take part on the Challenge platform using our user friendly, secure GDPR compliant registration process. They will then take up in the Challenge either in a workplace team or as an individual to log their active travel journeys.

	<p>Sustrans' challenge platform is multi-modal, including for mobile use, enabling participants to take part flexibly.</p> <p>Individuals log their journeys using a simple journey logging process, selecting the mode of travel, distance, purpose of travel and mode replaced.</p> <p>Participants can also insert a total number of steps from a step counter and the platform will automatically convert this into an associated distance.</p> <ul style="list-style-type: none"> - <i>Personalised and engaging leader boards and dashboards</i> <p>The participant's journey log will be clearly displayed on a personalised dashboard displaying their achievements against key metrics including, distance travelled, calories burnt, carbon and cost saved. They can set themselves goals and targets and will be able to see information about incentives on offers available to them.</p> <p>Working as a team they can build on their progress together with team targets and badges to collect.</p> <p>The challenge platform automatically generates leader boards, easily accessible from the home page. Individuals are ranked according to the number of journeys rather than distance, while teams and groups are ranked according to number of participants rather than distance or other metrics. The team and individual dashboards also display progress against goals and rank according to other teams.</p> <p>The Sustrans challenge platform is fully compliant with GDPR regulations.</p>	
--	--	--

Guidance contained in this document is intended for use by ESPO employees; however, it is made available to ESPO customers. ESPO customers must seek their own legal advice as to the content and drafting of this document.

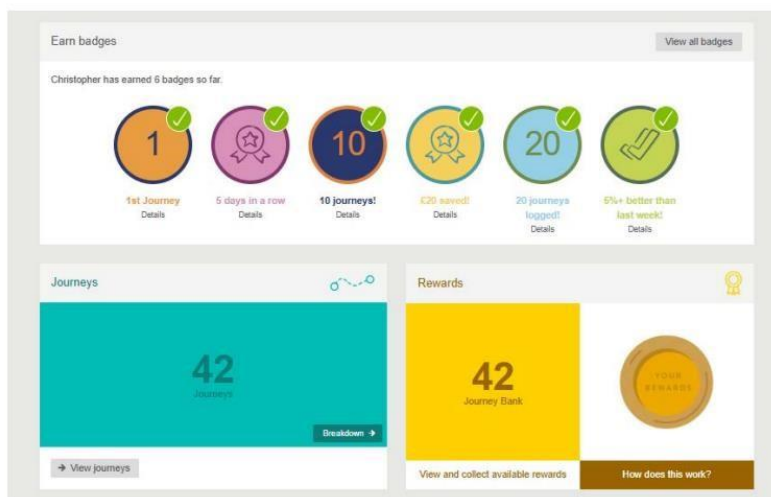


Figure 2: Example leader board.

- Prizes and incentives

A comprehensive incentives package helps to reward participants for their efforts and can help to maintain momentum over the duration of the Challenge. This will include:

- A recommended £1.5K prize package for spot prizes throughout the Challenge to incentivise behaviours (e.g. switching car journeys for walk / wheel / cycle) and for celebrating overall winners and champions at the end of the Challenge period
- Local and national rewards for money off at local / national retailers in exchange for logging journeys
- A bespoke set of gamification style badges to collect on the challenge platform to encourage consistent journey logging, sprints and streaks of activity, switching to active transport modes and inviting others to join in
- A tailored and targeted weekly e-newsletter to all participants throughout the challenge to share news and tips to keep active and signpost to other local initiatives

; however, it is made available to ESPO customers. ESPO customers must seek their own legal

Guidance contained in this document is intended for use by ESPO employees
advice as to the content and drafting of this document.

	<ul style="list-style-type: none"> • Easy access links to social media platforms so that participants can easily share their successes on their own channels as they wish. - <i>Signposting</i> <p>We understand the added benefits of signposting Challenge participants to other initiatives. We do this through tailor made content on the website which will enable participants to click through to other initiatives across Nottingham. We can support this further by creating engaging content in the targeted e-newsletters.</p> <p>How it links to the wider programme – added benefits</p> <ul style="list-style-type: none"> - Active Travel Champions can be champions in their workplaces, being a point of contact and promoting the Challenge at their workplace - Participants in the cycle training and other activities can be encouraged to take part to kick start their new habits and skills - Signposting to all local initiatives run by Sustrans and beyond Challenge Promotion - Promoted by flyers and posters in the workplaces - Information points at other initiatives - Word of mouth at other initiatives - Assets produced to share on workplace intranet - For the workplaces – promotion of their efforts with consent via social media Monitoring <p>The active travel challenge platform collects data on journeys, carbon savings, SOV savings, types of journeys, financial savings, and demographics. We will provide Nottingham City Council with a bespoke breakdown of metrics to feed into wider evaluation as required.</p> <p>Skills and Experience</p> <p>Sustrans has experience of running over 100 active travel challenges for over a decade across towns, cities, counties and devolved nations. Every challenge that we run is tailored</p>	
--	--	--

; however, it is made available to ESPO customers. ESPO customers must seek their own legal

	to the client's needs and will be delivered by an experienced team in collaboration with local colleagues.	
Q8 How will you monitor and report the delivery and outcomes	Describe the monitoring and reporting periods of the project and how you would present your feedback	

A8	<p>Response Word Limit 500</p> <p>Sustrans will provide interim reports every 8 weeks as stipulated in the Tender. These reports will contain data from the 8-week reporting period and an accumulative total, including:</p> <ul style="list-style-type: none"> - Narrative on the 8-week reporting period and progress made - Quantitative statistics, such as: <ul style="list-style-type: none"> o Number of workplaces engaged o Number of people engaged in the project o Number of activities delivered and in which workplaces o The types of activities delivered and how many employees engaged in each - Qualitative feedback including quotes and case studies where available - Risks/issues - Any change requests <p>A final project report would be delivered in April 2026 and include the above information for the entire project but will also include:</p> <ul style="list-style-type: none"> - Project highlights - Further feedback from staff and case studies - Survey data and analysis including: <ul style="list-style-type: none"> o Any sustained modal shift o Estimated reduction in car kilometres travelled. o Estimated kilos of carbon avoided o Comparisons to previous projects to identify trends - Outcomes of the Active Travel Challenge including:
----	---

- Number of people that have taken part
- Number of workplaces that have taken part
- Number of active and sustainable journeys logged
- Carbon saved
- Money saved
- Demographics
- And more. Data requirements can be discussed with NCC if specific data is requested

- Lessons learnt
- Recommendations

Presentation of the report will be through a branded PDF, see below example report. This report will be in a PDF format and assessed for accessibility before submission.

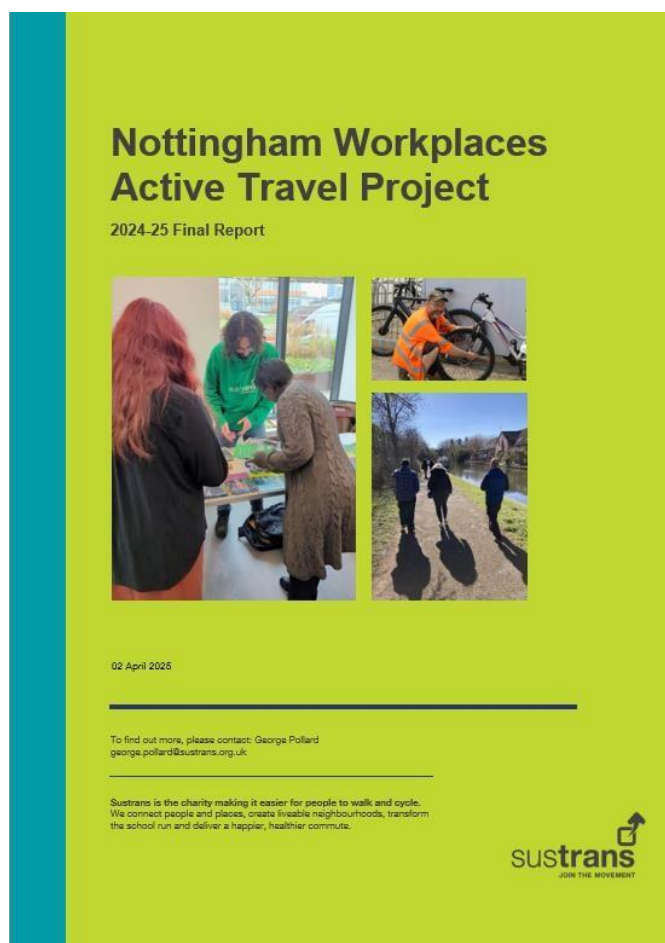


Figure 1: Example Final Report

Q9 Local employment and training	<p>Outline any employment, volunteering and training opportunities that might be created within your organisation as a result of this contract being awarded by Nottingham City Council. These should include:</p> <ul style="list-style-type: none"> • New vacancies • New entrants/Apprenticeship opportunities • 4 week work experience placements • Internships / Graduate Placements • Schools visits 	

A8.	<p>Response Word Limit 1000</p> <p>To ensure continuity and effectiveness of project delivery for the next eight months of the contract we propose that current Sustrans colleagues are retained in their posts. Therefore, no new opportunities for employment because of the contract being awarded to Sustrans will be created. However the lead Project Officer is a City of Nottingham resident, and this contract award will provide job security through the provision of funded work.</p> <p>If we do need to recruit, we will endeavour to ensure job vacancies are advertised in a way that encourage applicants with a lived knowledge of the city to apply, although we cannot guarantee that any successful candidate will reside within the city boundary.</p> <p>Sustrans are currently delivering the Nottingham Jobseekers project, Active Travel Social Prescribing and will be involved in the co-delivery of the Nottingham E-Bike Library social prescribing project with RideWise. We will look to cross promote the projects should we be successful in retaining the contract for Nottingham Workplaces.</p> <p>The Sustrans team has experience with referring people between projects. When speaking to potential clients, we refer them to the package of support that will help that individual the most. The project team are aware of other NCC funded programmes and have experience signposting to other aspects of the Travel Well programme, delivered by other providers across Nottingham. For example, a Jobseeker client who received support through a Sustrans project was then signposted to the Led-ride support option as part of the Travel Well programme. This meant the client knew how to access additional help to embed active travel into their everyday travel habits.</p>	
-----	--	--

	<p>We will endeavour to find synergies in our existing volunteer programme and activities delivered through the Workplaces contract. These could include led rides, National Cycle Network maintenance activities and workdays. There are currently 23 active volunteers registered in the city, who in addition to delivering the activities above also attend webinars and meetings, review existing wayfinding and input into future wayfinding strategies. A few of the volunteers are part of active groups and link into their active travel forums and will bring enthusiasm and local knowledge to local projects.</p> <p>We will prioritise project expenses to be spent within local enterprises and VCSEs. Delivery officers would do this as part of their role, liaising with local business (local bike shops, cafes, social enterprises, health agencies) and commit to only purchase locally with caveats for availability of supply and value for money. Officers will be encouraged to use their events budget to purchase locally.</p> <p>Our strong local partnership working often means we are attendees at key local events. For example, we are going to be part of the Green Festival in September 2025 and are supporting the Cycling Festival organised by British Cycling on the 29th August, demonstrating our strength of presence and enthusiasm for being part of the wider active travel partnership in the city.</p> <p>Sustrans colleagues are allocated one (paid) day to volunteer outside of the organisation. Colleagues working on the project have agreed to utilise this day to support projects within the city. As an example, a colleague previously used his day to support bicycle, walking and wheeling related assemblies and scooter skills presentations at Claremont Primary School in Carrington. All three colleagues will look to take up their volunteering days within the city.</p> <p>We will promote the scheme through a series of further and higher education talks aimed at school and college leavers. The talks will signpost attendees to the programme but will also look to promote active travel and the integration with public transport to open up possibilities for travel to work outside of private motor vehicles, especially for car dependent households. Areas to be covered would be the Nottingham Cycling and Walking Network, tips around safety, security and comfort alongside the various Cycle to Work schemes and other ways to access bicycles on a low income.</p>	
--	--	--

Guidance contained in this document is intended for use by ESPO employees; however, it is made available to ESPO customers. ESPO customers must seek their own legal advice as to the content and drafting of this document.

Q10 Cost Breakdown	<p>Funding is fixed at a maximum £60,000 until the end of the financial year 2026</p> <p>Please outline your delivery costs in the table below demonstrating that best value for money will be achieved.</p> <table border="1"> <tr> <td>Active travel events</td> <td>13,122</td> </tr> <tr> <td>Bike maintenance</td> <td>4,650</td> </tr> <tr> <td>1 to 1 cycle training and journey buddying</td> <td>4,650</td> </tr> <tr> <td>Workplace travel champions</td> <td>4,650</td> </tr> <tr> <td>Workplace travel challenge</td> <td>15,355</td> </tr> <tr> <td>Monitoring and evaluation</td> <td>4,120</td> </tr> <tr> <td>Staffing/project management</td> <td>6,130</td> </tr> <tr> <td>Incentives and competitions</td> <td>2,000</td> </tr> <tr> <td>Overheads e.g. (office costs/ travel/ subsistence)</td> <td>2,110</td> </tr> <tr> <td>Total Cost of service</td> <td>£56,787 (excl. VAT)</td> </tr> </table>	Active travel events	13,122	Bike maintenance	4,650	1 to 1 cycle training and journey buddying	4,650	Workplace travel champions	4,650	Workplace travel challenge	15,355	Monitoring and evaluation	4,120	Staffing/project management	6,130	Incentives and competitions	2,000	Overheads e.g. (office costs/ travel/ subsistence)	2,110	Total Cost of service	£56,787 (excl. VAT)
Active travel events	13,122																				
Bike maintenance	4,650																				
1 to 1 cycle training and journey buddying	4,650																				
Workplace travel champions	4,650																				
Workplace travel challenge	15,355																				
Monitoring and evaluation	4,120																				
Staffing/project management	6,130																				
Incentives and competitions	2,000																				
Overheads e.g. (office costs/ travel/ subsistence)	2,110																				
Total Cost of service	£56,787 (excl. VAT)																				

Clarification Questions and Response by Provider

CPU7537 Work Travel – Sustrans Clarification Questions

Business/ Organisation Engagement

1. Please provide your stakeholder map of organisations?

- a. Please see link here: [Nottingham Workplaces by George-Pollard · MapHub](#). If you'd like this in another format, please let us know.

Personal Travel Planning

1. Can Sustrans provide the Contract Manager support to create PTP's using online route planning tools and cycle map?

- a. Yes, Sustrans can provide support/training to NCC Officers to create PTPs using the format and tools we use.

Workplace Active Travel Champions

1. Can the Contract Manager participate in an Active Travel Champion training session? a.

Yes, this can certainly be arranged.

Workplace Active Travel Challenge

Unfortunately, the Active Travel Challenge Manager is on leave this week and so while the answers below hopefully give an indication they will need to be checked and updated by the ATC Manager who returns on Monday 18th Aug.

1. Could the challenge continue after March 26? If so, at what cost?

- a. Yes, this would cost c. £9,500. The challenge is best completed alongside the substantive workplace project as it gives opportunities for the Officers to promote the challenge and encourage participation but this isn't crucial for it to run.

2. Can individuals not linked to a business/organisation participate in the challenge?

Participants register for the challenge via a URL link so technically could register for the challenge if they had access to the URL. Part of the registration process is setting up/ joining a workplace if they

want to. In previous challenges participants can register and participate without joining a workplace but we can work around your requirements in this regard.

3. How could the challenge be used to strengthen links with Nottingham's public transport providers?

In previous challenges the local authority has worked with public transport providers to offer additional prizes and incentives to participants (such as free day/week tickets etc.). We can promote these organisations, incentives and any other information through the participant newsletters, on the challenge website, and in social media posts about the challenge.

4. Can distinctions be made in the challenge between seasoned active travellers and those new to cycling/wheeling/busing and tramming and could this be reflected in the incentives?

As part of the journey logging process participants state the purpose of their journey and whether they have replaced one mode of travel for another. We are able to offer prize incentives each week for modal shift -switching from car to an active mode for example. In previous challenges we have been able to offer special prizes from Raleigh and Microscooter for people who post photos and comments on the platform describing their journey and also show modal shift in their journey logging (we will endeavour to get their support for this challenge too). It may be possible to add a question about travel habits in the registration survey- this will need to be confirmed by the ATC Manager.

5. Can existing online tools such as Go Jauntly [Walking App - Go Jauntly - Discover walks, curate your own and share outdoor adventures](#) be linked/promoted as part of the challenge

We can include links to useful resources in the participant newsletters and potentially the challenge homepage if the app doesn't compete with the challenge itself.

6. Provide a list of the prizes/incentives as part of the challenge?

Please find attached in the spreadsheet a previous example of an Active Travel Challenge prize package.

4. Personal Data under the Joint Control of the Parties

The following section 10 applies to Personal Data under the Joint Control of the Parties as described in clause 16.8.15 of this Contract.

1. The [Parties] [Customer] [Service Provider] shall be responsible for the provision of information to Data Subjects as detailed in GDPR Article 13 (Information to be provided where personal data are collected from the data subject).
2. The [Parties] [Customer] [Service Provider] shall be responsible for the provision of information to Data Subjects as detailed in GDPR Article 14 (Information to be provided where personal data have not been obtained from the data subject).
3. The [Parties] [Customer] [Service Provider] shall be responsible for responding to any request for information from a Data Subject under GDPR Article 15 (Right of access by the data subject).
4. The [Parties] [Customer] [Service Provider] shall be responsible for responding to and rectifying any request for rectification from a Data Subject under GDPR Article 16 (Right to rectification).
5. The [Parties] [Customer] [Service Provider] shall be responsible for responding to and erasing any request for the right to erasure from a Data Subject under GDPR Article 17 (Right to erasure (right to be forgotten)).
6. The [Parties] [Customer] [Service Provider] shall be responsible for responding to and restricting any request for restriction of processing from a Data Subject under GDPR Article 18 (Right to restriction of processing).
7. The [Parties] [Customer] [Service Provider] shall be responsible for notifying any rectification or erasure of personal data or restriction of processing carried out in accordance with GDPR Articles 16, 17 and 18 to each recipient to whom the personal data have been disclosed in accordance with GPR Article 19 (Notification obligation regarding rectification or erasure of personal data or restriction of processing).
8. The [Parties] [Customer] [Service Provider] shall be responsible for responding to and porting any request for data portability from a Data Subject under GDPR Article 20 (Right to data portability).
9. The [Parties] [Customer] [Service Provider] shall be responsible for responding to and complying with any objection from a Data Subject under GDPR Article 21 (Right to object).
10. The [Parties] [Customer] [Service Provider] shall be responsible for ensuring a Data Subject is not subject to a decision based solely on automated processing, including profiling which causes legal effects or significant effects on the Data Subject and shall comply with GDPR Article 22 (Automated individual decision-making, including profiling).
11. The [Parties] [Customer] [Service Provider] shall be responsible for notifying the supervisory authority (Information Commissioners Office) and the Data Subject of any personal data breach in accordance with GDPR Article 33 (Notification of a personal data breach to the supervisory authority) and Article 34 (Communication of a personal data breach to the data subject).

12. Each Party shall maintain a record of its processing activities under its responsibility in accordance with GDPR Article 30 (Records of processing activities).

14. The Parties agree that the [Customer] [Service Provider] shall be the point of contact for Data Subjects.

THE CUSTOMER

- and -

THE SERVICE PROVIDER

CALL-OFF TERMS

relating to

CONSULTANCY SERVICES

CONTRACT REF

ESPO 664-21

Guidance contained in this document is intended for use by ESPO employees however it is made available to ESPO customers. ESPO customers must seek their own legal advice as to the content and drafting of this document.

BETWEEN

- (1) The customer identified in the Form of Contract (the "Customer"); and
- (2) The company identified in the Form of Contract (the "Service Provider").

WHEREAS

- (A) ESPO selected framework providers, including the Service Provider, to provide Goods and/or Services;
- (B) the Service Provider undertook to provide the Goods and/or Services on the terms set out in a Framework Agreement number 664-21 dated 1st September 2021 (the "Framework Agreement");
- (C) ESPO and the Service Provider have agreed that public sector bodies within the UK may enter into Contracts under the Framework Agreement with the Service Provider for the Service Provider to supply Goods and/or Services;
- (D) The Customer enters into this Contract on the terms hereinafter appearing.

1. GENERAL PROVISIONS

1.1 Definitions

In the Contract unless the context otherwise requires the following provisions shall have the meanings given to them below:

"Affiliates"	means in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
"Affected Party"	means the party seeking to claim relief in respect of a Force Majeure;
"Approval"	means the prior written consent of the Customer and "Approve" and "Approved" shall be construed accordingly;
"Auditor"	means the National Audit Office or an auditor appointed by the Audit Commission as the context requires;
"BCDR Plan"	means any plan relating to business continuity and disaster recovery as referred to in the Master Contract Schedule and/or any other Contract Document;
"Call-off Terms"	means these terms and conditions in respect of the provision of the Goods and/or Services, together with the schedules hereto;
"Change in Law"	means any change in Law or policy which impacts on the supply of the Goods and/or Services and performance of the Call-off Terms which comes into force after the Commencement Date;

Guidance contained in this document is intended for use by ESPO employees however it is made available to ESPO customers. ESPO customers must seek their own legal advice as to the content and drafting of this document.

"Commencement Date"	means the date set out in the Master Contract Schedule and/or the Form of Contract Document;
"Commercially Sensitive Information"	means the confidential information listed in set out at Schedule 9 of the Framework Agreement (if any) the Master Contract Schedule and/or a Contract Document comprising of commercially sensitive information relating to the Service Provider, its IPR or its business or which the Service Provider has indicated to the Customer that, if disclosed by the Customer, would cause the Service Provider significant commercial disadvantage or material financial loss;
"Confidential Information"	means the Customer's Confidential Information and/or the Service Provider's Confidential Information;
"Continuous Improvement Plan"	means a plan for improving the provision of the Services and/or reducing the charges produced by the Service Provider pursuant to schedule 6 of the Framework Agreement;
"Contract"	means the contract entered into by the Customer and the Service Provider pursuant to Framework Schedule 4 (Ordering Procedure) of the Framework Agreement comprising of the Form of Contract Document, these Call-Off Terms, the schedules hereto, the Master Contract Schedule and any other Contract Document;
"Contract Document"	means all documents listed in the Form of Contract Document and/or within a schedule referred to in the Form of Contract Document;
"Contract Period"	means the period from the Commencement Date to: a) the Expiry Date; or b) such earlier date of termination or partial termination of the Contract in accordance with Law or the provisions of the Contract;
"Contract Charges"	means the prices (exclusive of any applicable VAT), payable to the Service Provider by the Customer under the Contract, as set out in the Master Contract Schedule and/or any other Contract Document, for the full and proper performance by the Service Provider of its obligations under the Contract less any Service Credits;
"Contracting Authority"	means any contracting authority as defined in Regulation 2 of the Public Contracts Regulations 2015 other than the Customer;

Guidance contained in this document is intended for use by ESPO employees however it is made available to ESPO customers. ESPO customers must seek their own legal advice as to the content and drafting of this document.

"Control"

means control as defined in section 1124 Corporation Tax Act 2010 and **"Controls"** and **"Controlled"** shall be interpreted accordingly;

"Controller"

shall take the meaning given in the GDPR;

"Conviction"

means other than for minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding over orders (including any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 by virtue of the exemptions specified in Part II of schedule 1 of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (SI 1975/1023) or any replacement or amendment to that Order, or being placed on a list kept pursuant to section 1 of the Protection of Children Act 1999 or being placed on a list kept pursuant to the Safeguarding Vulnerable Groups Act 2006.);

"Critical Service Failure"

shall have the meaning given in the Master Contract Schedule and/or any other Contract Document;

"Customer Data"

means:

(a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which:

(i) are supplied to the Service Provider by or on behalf of the Customer; or

(ii) the Service Provider is required to generate, process, store or transmit pursuant to the Contract; or

(b) any Personal Data for which the Customer is the Data Controller;

"Customer Pre-Existing IPR"

shall mean any Intellectual Property Rights vested in or licensed to the Customer prior to or independently of the performance by the Service Provider of its obligations under the Contract and including, for the avoidance of doubt, guidance, specifications, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models and designs;

"Customer's Premises"

the premises identified in the Master Contract Schedule and/or any other Contract Document and which are to be made available for use by the Service Provider for the provision of the Goods and/or Services on the terms set out in the Contract;

Guidance contained in this document is intended for use by ESPO employees however it is made available to ESPO customers. ESPO customers must seek their own legal advice as to the content and drafting of this document.

"Customer Responsibilities"	means the responsibilities of the Customer set out in the Master Contract Schedule and/or any other Contract Document;
"Customer Representative"	means the representative appointed by the Customer from time to time in relation to the Contract;
"Customer's Confidential Information"	means all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and Service Providers of the Customer, including all IPRs, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential;
"Data Loss Event"	means any event that results, or may result, in unauthorised access to Personal Data held by the Service Provider 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 Protection Legislation"	means the General Data Protection Regulation ((EU) 2016/679) (GDPR), the Law Enforcement Directive (Directive (EU) 2016/680) (LED) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time in the UK including the Data Protection Act 2018 and all applicable law about the processing of personal data and privacy;
"Data Protection Impact Assessment"	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
"Data Protection Officer"	shall take the meaning given in the GDPR;
"Data Subject"	shall take the meaning given in the GDPR;
"Data Subject Access Request"	means 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;
"Default"	means any breach of the obligations of the Service Provider (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of the Service Provider or Service Provider's Staff in connection with or in relation to the subject-matter of the Contract and in respect of which the Service Provider is liable to the Customer;
"Delay Payments"	means the amounts set out or amounts calculated in accordance with the formula set out in the Master Contract Schedule and/or any other Contract Document;

Guidance contained in this document is intended for use by ESPO employees however it is made available to ESPO customers. ESPO customers must seek their own legal advice as to the content and drafting of this document.

"Deliverables"

means those deliverables listed in the Master Contract Schedule and/or any other Contract Document (if any);

"Delivery"

means the time at which the Goods and/or Services have been installed by the Service Provider and the Customer has issued the Service Provider with confirmation in respect thereof and **"Deliver"** and **"Delivered"** shall be construed accordingly;

"Dispute Resolution Procedure"

means the dispute resolution procedure set out in clause 42.2;

"DPA 2018"

means Data Protection Act 2018;

"Employment Checks"

means the pre-appointment checks that are required by law and applicable guidance, including without limitation, verification of identity checks, right to work checks, registration and qualification checks, employment history and reference checks, criminal record checks and occupational health checks;

"Environmental Information Regulations"

means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations;

"Equality Legislation"

means the Equality Act 2010, the Human Rights Act 1998 and such other acts and legislation to ensure, among others; equality of access to goods and services; promotion of good relations between groups in society; the provision of reasonable adjustments for people with disabilities; and equality in employment; equality legislation shall help organisations and providers to meet their obligations under anti-discrimination laws;

Guidance contained in this document is intended for use by ESPO employees however it is made available to ESPO customers. ES advice

as to the content and drafting of this document.

"Equipment"

means the Service Provider's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Service Provider (but not hired, leased or loaned from the Customer) in the performance of its obligations under the Contract which, for the avoidance of doubt does not include the Goods and/or Services;

"ESPO"

means Leicestershire County Council, acting in its capacity as servicing authority to a joint committee known as ESPO, established under the Local Government Act 1972 (section 101 (5) and section 102) and section 9EB of the Local Government Act 2000, whose place of business is at of Barnsdale Way, Grove Park, Enderby, Leicester, LE19 1ES;

"Expiry Date"

means the date set out in the Master Contract Schedule and/or any other Contract Document;

"Form of Contract"

means the document in the form set out at Schedule 3 of the Framework Agreement signed by the Customer and the Service Provider and which lists all of the Contract Documents;

"FOIA"

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

Guidance contained in this document is intended for use by ESPO employees however it is made available to ESPO customers. ESPO customers must seek their own legal advice as to the content and drafting of this document.

"Force Majeure"

means any event, occurrence or cause affecting the performance by either the Customer or the Service Provider of its obligations arising from:

- a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party;
- b) riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;
- c) acts of government, local government or Regulatory Bodies;
- d) fire, flood or any disaster acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party;
- e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding:
 - i) any industrial dispute relating to the Service Provider, the Service Provider's Staff or any other failure in the Service Provider or the SubContractor's supply chain; and
 - ii) any event or occurrence which is attributable to the wilful act, neglect or failure to take reasonable precautions against the event or occurrence by the Party concerned;

"GDPR"

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

"Good Industry Practice"

means standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;

"Goods and/or Services"

means the goods and/or services to be supplied as specified in the Form of Contract, Master Contract Schedule and/or any other Contract Document;

"Holding Company"

shall have the meaning given to it in section 1159 and Schedule 6 of the Companies Act 2006;

Guidance contained in this document is intended for use by ESPO employees however it is made available to ESPO customers. ESPO customers must seek their own legal advice as to the content and drafting of this document.

"Implementation Plan"

means the plan referred to in the Master Contract Schedule and/or any other Contract Document produced and updated in accordance with Schedule 2;

"Information"

has the meaning given under section 84 of the FOIA;

"Initial Term"

the period commencing on the Commencement Date and ending on the Expiry Date;

"Intellectual Property Rights" or "IPRs"

means:

- a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, service marks, logos, database rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, design rights (whether registrable or otherwise), Know-How, trade secrets and, moral rights and other similar rights or obligations;
- b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and
- c) all other rights whether registrable or not having equivalent or similar effect in any country or jurisdiction (including but not limited to the United Kingdom) and the right to sue for passing off;

means the response submitted by the Service Provider to the Invitation to Tender issued by the Customer on 20 June 2025;

ITT Response

"Key Personnel"

means the individuals (if any) identified in the Master Contract Schedule and/or any other Contract Document;

"Know-How"

means all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Goods and/or Services but excluding know-how already in the Service Provider's or the Customer's possession before the Commencement Date;

Guidance contained in this document is intended for use by ESPO employees however it is made available to ESPO customers. ESPO customers must seek their own legal advice as to the content and drafting of this document.

"Law"	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Service Provider is bound to comply;
"LED"	means Law Enforcement Directive (Directive (EU) 2016/680);
"Management Information"	means the management information specified in Framework Schedule 7 (Management Information Requirements);
"Master Contract Schedule"	means the schedule attached to the Form of Contract at Schedule 3 of the Framework Agreement;
"Milestone"	means an event or task described in the Implementation Plan which must be completed by the corresponding date set out in such plan;
"Milestone Date"	means the date set against the relevant Milestone in the Implementation Plan;
"Mirror Framework"	means any framework agreement entered into by the Service Provider and a company owned by ESPO;
"Month"	means calendar month and "monthly" shall be interpreted accordingly;
"Normal Business Hours"	means 8.00 am to 6.00 pm local UK time, each Working Day;
"Parent Company"	means any company which is the ultimate Holding Company of the Service Provider and which is either responsible directly or indirectly for the business activities of the Service Provider or which is engaged by the same or similar business to the Service Provider;
"Party"	means the Service Provider or the Customer and "Parties" shall mean both of them;
"Personal Data"	shall take the meaning given in the GDPR;
"Personal Data Breach"	shall take the meaning given in the GDPR;
"Premises"	means the location where the Services are to be provided and/or the Goods are to be supplied, as set out in the Master Contract Schedule and/or any other Contract Document;
"Processor"	shall take the meaning given in the GDPR;
"Prohibited Act"	Means:

- a) to directly or indirectly offer, promise or give any person working for or engaged by the Customer and/or ESPO a financial or other advantage to:
 - i) induce that person to perform improperly a relevant function or activity; or
 - ii) reward that person for improper performance of a relevant function or activity; or
- b) committing any offence:
 - i) under the Bribery Act 2010;
 - ii) under legislation creating offences concerning fraudulent acts;
 - iii) at common law concerning fraudulent acts relating to the Contract or any other contract with ESPO and/or Customer and/or any other contracting body; or iv) involving slavery or human trafficking; or
- c) defrauding, attempting to defraud or conspiring to defraud ESPO and/or the Customer or any other contracting body.

"Project Specific IPRs"

means:

- (a) IPRs in the Services, Deliverables and/or Goods provided by the Service Provider (or by a third party on behalf of the Service Provider) specifically for the purposes of the Contract and all updates and amendments of these items created during the Contract Period; and/or
- (b) IPRs arising as a result of the provision of the Services, Deliverables and/or Goods by the Service Provider (or by a third party on behalf of the Service Provider) under the Contract,

"Property"

means the property, other than real property and IPR, issued or made available to the Service Provider by the Customer in connection with the Contract;

"Protective Measures"

means 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 such measures adopted by it;

"Public Contracts Directive"	means Directive 2014/24/EU of the European Parliament and of the Council;
"Quality Standards"	means the quality standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent body (and their successor bodies), that a skilled and experienced operator in the same type of industry or business sector as the Service Provider would reasonably and ordinarily be expected to comply with (as may be further detailed in the Master Contract Schedule and/or any other Contract Document) and any other applicable quality standards, Government codes of practice and guidance;
"Regulated Activity"	means any work which is currently defined as a regulated activity relating to children or vulnerable adults within the meaning of Schedule 4 Part 1 (Children) or Part 2 (Vulnerable Adults) of the Safeguarding Vulnerable Groups Act 2006;
"Regulatory Bodies"	means those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Contract or any other affairs of the Customer;
"Related Service Provider"	means any person who provides services to the Customer which are related to the Services from time to time;
"Replacement Service Provider"	any third party Service Provider of Replacement Services appointed by the Customer from time to time;
"Replacement Service"	any services which are substantially similar to any of the Services and which the Customer receives in substitution for any of the Services following the expiry or termination of the Contract, whether those services are provided by the Customer internally and/or by any third party;
"Request for Information"	means a request for information or an apparent request relating to the Contract or the provision of the Services or an apparent request for such information under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;
"Service Credits"	means the sums referred to or sums calculated in accordance with Schedule 1 being payable by the Service Provider in respect of any failure by the Service Provider to meet one or more Service Levels;

Guidance contained in this document is intended for use by ESPO employees however it is made available to ESPO customers. ESPO customers must seek their own legal advice as to the content and drafting of this document.

"Service Levels"	means any service levels applicable to the provision of the Services as referred to Schedule 1;
"Service Provider"	means the person, firm or company with whom the Customer enters into the Contract as identified in the Form of Contract;
"Service Provider Personnel"	means all directors, officers, employees, agents, consultants and contractors of the Service Provider and/or of any SubContractor engaged in the performance of its obligations under this Contract;
"Service Provider Pre-Existing IPR"	shall mean any Intellectual Property Rights vested in or licensed to the Service Provider prior to or independently of the performance by the Customer of its obligations under the Contract and including, for the avoidance of doubt, guidance, specifications, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models and designs;
"Service Provider's Representative"	means the representative appointed by the Service Provider from time to time in relation to the Contract;
"Service Provider Solution"	means the Service Provider's solution for the provision of the Goods and/or Services as referred to in the Master Contract Schedule and/or another Contract Document referred to in the Form of Contract;
"Service Provider's Confidential Information"	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, knowhow, personnel and Service Providers of the Service Provider, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential;
"Services"	means the services to be supplied as referred to in the Form of Contract, the Master Contract Schedule and the Contract Documents;
"Sites"	means any premises from which the Services are provided or from which the Service Provider manages, organises or otherwise directs the provision or the use of the Services;
"Specification"	means the specification in the Lots at Framework Schedule 1 (Goods and/or Services);
"Staff"	means all persons employed by the Service Provider and/or any Sub-Contractor to perform its obligations under the Contract together with the Service Provider's and/or any Sub-Contractor's servants, consultants, agents, Service Providers and SubContractors used in the performance of its obligations under the Contract;

"Sub-Contract"	means any contract or agreement or proposed contract or agreement between the Service Provider and any third party whereby that third party agrees to provide to the Service Provider the Goods and/or Services or any part thereof or facilities, goods or services necessary for the provision of the Goods and/or Services or any part thereof or necessary for the management, direction or control of the Goods and/or Services or any part thereof;
"Sub-Contractor"	means the third party with whom the Service Provider enters into a Sub-Contract or its servants or agents and any third party with whom that third party enters into a Sub-Contract or its servants or agents;
"Sub-processor"	means any third party appointed to process Personal Data on behalf of the Service Provider related to this Contract;
"Technical Standards"	means the technical standards set out in the Framework Agreement and if applicable the Master Contract Schedule and/or another Contract Document referred to in the Form of Contract;
"Tender"	means the tender submitted by the Service Provider to the Customer in response to the Customer's invitation to Service Providers for formal offers to supply it with the Goods and/or Services pursuant to the Framework Agreement;
"Term"	the period of the Initial Term as may be varied by: (a) any extensions to this Contract which are agreed pursuant to clause 3; or (b) the earlier termination of this Contract in accordance with its terms;
"TFEU"	means the Treaty on the Functioning of the European Union (OJ No. C 115);
"Transferring Goods"	means goods comprised in the Goods and/or Services, title to which transfers between the Parties in accordance with clause 4.6.1;
"Treaties"	means the Treaty of the European Union (OJ No. C 115) and TFEU;
"Undelivered Goods and/or Services "	shall have the meaning given in clause 4.5.7;
"Valid Invoice"	means an invoice issued by the Service Provider to the Customer that complies with clause 11.2.2;
"Variation"	has the meaning given to it in clause 33;
"Variation Procedure"	means the procedure set out in clause 33;

"VAT"

means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and

"Working Day"

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

1.2 Interpretation

The interpretation and construction of the Contract shall be subject to the following provisions:

- 1.2.1 words importing the singular meaning include where the context so admits the plural meaning and vice versa;
- 1.2.2 words importing the masculine include the feminine and the neuter;
- 1.2.3 the words "include", "includes" and "including" "for example" and "in particular" and words of similar effect are to be construed as if they were immediately followed by the words "without limitation" and shall not limit the general effect of the words which precede them;
- 1.2.4 references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
- 1.2.5 the schedules form part of the Contract and shall have effect as if set out in full in the body of the Contract. Any reference to the Contract includes the schedules;
- 1.2.6 references to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;
- 1.2.7 headings are included in the Contract for ease of reference only and shall not affect the interpretation or construction of the Contract;
- 1.2.8 references to "clauses" and "schedules" are, unless otherwise provided, references to the clauses of and schedules to this Contract. References to "paragraphs" are, unless otherwise provided, references to paragraphs of the schedule in which the references are made;
- 1.2.9 terms or expressions contained in this Contract which are capitalised but which do not have an interpretation in clause 1 shall be interpreted in accordance with the Framework Agreement save for such words as do not have an interpretation in the Framework Agreement in which case they shall be interpreted in accordance with the common interpretation within the relevant market sector/industry where

appropriate. Otherwise they shall be interpreted in accordance with the dictionary meaning;

1.2.10 reference to a clause is a reference to the whole of that clause unless stated otherwise; and

1.2.11 in the event of and only to the extent of any conflict between the Master Contract Schedule, these Call-Off Terms, any other Contract Document any document referred to in the clauses of the Contract and the Framework Agreement, the conflict shall be resolved in accordance with the following order of precedence:

1.2.11.1 the Framework Agreement;

1.2.11.2 these Call-Off Terms;

1.2.11.3 the Master Contract Schedule; and

1.2.11.4 any other Contract Document or document referred to in these Call-Off Terms.

2. DUE DILIGENCE

2.1 The Service Provider acknowledges that it:

2.1.1 has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to it by or on behalf of the Customer;

2.1.2 has raised all relevant due diligence questions with the Customer before the Commencement Date; and

2.1.3 has entered into this Contract in reliance on its own due diligence alone.

2.2 The Customer hereby confirms that it has all requisite authority to enter into the Contract.

3. CONTRACT PERIOD

3.1 This Contract shall take effect on the Commencement Date and shall continue for the Term.

3.2 The Customer may extend this Contract beyond the Initial Term by a further period or periods as stated in the Master Contract Schedule (Extension Period). If the Customer wishes to extend this Contract, it shall give the Service Provider three (3) months' written notice of such intention before the expiry of the Initial Term or Extension Period.

3.3 If the Customer gives such notice then the Term shall be extended by the period set out in the notice.

Guidance contained in this document is intended for use by ESPO employees however it is made available to ESPO customers. ESPO customers must seek their own legal advice as to the content and drafting of this document.

- 3.4 If the Customer does not wish to extend this Contract beyond the Initial Term this Contract shall expire on the expiry of the Initial Term and the provisions of clause 20 shall apply.

4. SUPPLY OF GOODS AND/OR SERVICES

4.1 Supply of the Goods and/or Services

- 4.1.1 The Service Provider shall supply the Goods and/or Services in accordance with the Implementation Plan.
- 4.1.2 The Service Provider shall supply the Goods and/or Services during the Contract Period in accordance with the Customer's requirements as set out in this Contract in consideration for the payment of the Contact Charges. The Customer may inspect and examine the manner in which the Service Provider supplies the Goods and/or Services at the Premises during Normal Business Hours on reasonable notice.
- 4.1.3 If the Customer informs the Service Provider in writing that the Customer reasonably believes that any part of the Goods and/or Services does not meet the requirements of the Contract or differs in any way from those requirements, the Service Provider shall at its own expense re-schedule and carry out the Goods and/or Services in accordance with the requirements of the Contract within such reasonable time as may be specified by the Customer.
- 4.1.4 The Service Provider accepts responsibility for all damage to, shortage or loss of the Ordered Goods if:
- 4.1.4.1 the same is notified in writing to the Service Provider within three (3) Working Days of receipt of the Ordered Goods by the Customer; and
- 4.1.4.2 the Ordered Goods have been handled by the Customer in accordance with the Service Provider's instructions.
- 4.1.5 Where the Service Provider accepts responsibility under clause 4.1.4 it shall, at its sole option, replace or repair the Ordered Goods (or part thereof) which have been proven, to the Service Provider's reasonable satisfaction, to have been lost or damaged in transit.
- 4.1.6 The Service Provider agrees that the Customer relies on the skill and judgment of the Service Provider in the supply of the Goods and/or Services and the performance of its obligations under the Contract.

4.2 Provision and Removal of Equipment

- 4.2.1 Unless otherwise stated in the Master Contract Document and/or any other Contract Document, the Service Provider shall provide all the Equipment necessary for the supply of the Goods and/or the Services.

- 4.2.2 The Service Provider shall not deliver any Equipment nor begin any work on the Premises without obtaining Approval.
- 4.2.3 All Equipment brought onto the Premises shall be at the Service Provider's own risk and the Customer shall have no liability for any loss of or damage to any Equipment unless and to the extent that the Service Provider is able to demonstrate that such loss or damage was caused by or contributed to by the Customer's Default. The Service Provider shall be wholly responsible for the haulage or carriage of the Equipment to the Premises and the removal thereof when it is no longer required by the Customer and in each case at the Service Provider's sole cost. Unless otherwise stated in the Contract, Equipment brought onto the Premises will remain the property of the Service Provider.
- 4.2.4 The Service Provider shall maintain all items of Equipment within the Premises in a safe, serviceable and clean condition.
- 4.2.5 The Service Provider shall, at the Customer's written request, at its own expense and as soon as reasonably practicable:
- 4.2.5.1 remove from the Premises any Equipment which in the reasonable opinion of the Customer is either hazardous, noxious or not in accordance with the Contract; and
- 4.2.5.2 replace such item with a suitable substitute item of Equipment.
- 4.2.6 Upon termination or expiry of the Contract, the Service Provider shall remove the Equipment together with any other materials used by the Service Provider to supply the Goods and/or Services and shall leave the Premises in a clean, safe and tidy condition. The Service Provider is solely responsible for making good any damage to the Premises or any objects contained thereon, other than fair wear and tear, which is caused by the Service Provider or Service Provider's Staff.

4.3 Quality

- 4.3.1 The Service Provider shall at all times comply with the Technical Standards and the Quality Standards, and where applicable shall maintain accreditation with the relevant Quality Standards' authorisation body. To the extent that the standard to which the Goods and/or Services must be provided has not been specified in the Contract, the Service Provider shall agree the relevant standard for the provision of the Goods and/or Services with the Customer prior to the supply of the Goods and/or Services commencing and in any event, the Service Provider shall perform its obligations under the Contract in accordance with the Law and Good Industry Practice.
- 4.3.2 The Service Provider shall ensure that the Staff shall at all times during the Contract Period:

- 4.3.2.1 faithfully and diligently perform those duties and exercise such powers as necessary in connection with the provision of the Goods and/or Services;
 - 4.3.2.2 obey all lawful instructions and reasonable directions of the Customer and provide the Goods and/or Services to the reasonable satisfaction of the Customer; and
 - 4.3.2.3 apply all due skill, care, diligence and are appropriately experienced, qualified and trained.
- 4.3.3 The Service Provider shall without prejudice to clause 4.1.4 above perform its obligations under the Contract in a timely manner.
- 4.3.4 The Service Provider shall supply the Goods and/or Services and, where relevant, install the Goods in accordance with the Specification in the Framework Agreement (if any) (as a minimum), the Master Contract Schedule and/or any other Contract Document and in accordance with all applicable Laws, including but not limited to, any obligation implied by sections 12, 13 and 14 of the Sale of Goods Act 1979 and section 2 of the Supply of Goods and Services Act 1982.
- 4.3.5 The Service Provider shall at all times during the Contract Period ensure that:
 - 4.3.5.1 the Goods and/or Services conform in all respects with the specifications set out in the Master Contract Schedule and/or any other Contract Document and/or where applicable the Framework Agreement;
 - 4.3.5.2 the Goods and/or Services operate in accordance with the relevant technical specifications and correspond with all requirements set out in the Master Contract Schedule and/or any other Contract Document;
 - 4.3.5.3 the Goods and/or Services conform in all respects with all applicable Laws, Quality Standards and Technical Standards;
 - 4.3.5.4 the Goods are free from defects in design and workmanship and are fit for the purpose that such Goods are ordinarily used for and for any particular purpose made known to the Service Provider by the Customer; and
 - 4.3.5.5 the Goods and/or Services are supplied in accordance with the Service Provider Solution.

4.4 Delivery (Goods only)

- 4.4.1 Without prejudice to the content of clause 4.5 (Delivery) the Service Provider shall make delivery of the Goods specified in the Master Contract Schedule and/or any other Contract Document at the times

and in the manner stated therein and as a minimum meet the requirements stated in the Response to the ITT. Delivery shall be at no cost to the Customer and shall be at the sole risk of the Service Provider.

- 4.4.1 Ownership and passing of title in the Goods shall, without prejudice to any other rights or remedies of the Customer pass to the Customer on the earlier of payment by the Customer of the Contract Charges or allocation of the relevant Goods by the Customer to an order.
- 4.4.2 Risk in the Goods shall, without prejudice to any other rights or remedies of the Customer pass to the Customer at the point when the Goods have been delivered satisfactorily.

4.5 Delivery

- 4.5.1 The Service Provider shall Deliver the Goods and provide the Services in accordance with the Implementation Plan and Milestones.
- 4.5.2 The issue by the Customer of a receipt note for delivered Equipment shall not constitute any acknowledgement of the condition, quantity or nature of that Equipment.
- 4.5.3 Time of delivery in relation to commencing and/or supplying the Goods and/or Services shall be of the essence and if the Service Provider fails to deliver the Goods and/or Services within the time specified in accordance with clause 4.1.1 and/or the Master Contract Schedule and/or any other Contract Document and without prior written Approval, the Customer may release itself from any obligation to accept and pay for the Goods and/or terminate the Contract, in either case without prejudice to any other rights and remedies of the Customer.
- 4.5.4 Except where otherwise provided in the Contract, the Goods shall be installed and the Services provided by the Staff or the Sub-Contractors

at such place or places as set out in the Master Contract Schedule and/or any other Contract Document.
- 4.5.5 Where the Goods are delivered by the Service Provider, the point of delivery shall be when the Goods are removed from the transporting vehicle at the Premises. Where the Goods are collected by the Customer, the point of delivery shall be when the Goods are loaded on the Customer's vehicle.
- 4.5.6 Except where otherwise provided in the Contract, delivery shall include the unloading, stacking or installation of the Goods and/or Services by the Staff or the Service Provider's Service Providers or carriers at such place as the Customer or duly authorised person shall reasonably direct.

4.5.7 In the event that not all of the Goods and/or Services are Delivered by the relevant Milestone Dates specified in the Implementation Plan ("**Undelivered Goods and/or Services**") then the Customer shall be entitled to withhold payment of the Contract Charges for any Goods and/or Services that were not Delivered in accordance with the corresponding Milestone Date until such time as the Undelivered Goods and/or Services are Delivered.

4.5.8 The Customer shall be under no obligation to accept or pay for any Goods Delivered in excess of the quantity specified in the Master Contract Schedule and/or any other Contract Document. If the Customer elects not to accept such over-Delivered Goods it shall give notice in writing to the Service Provider to remove them within five (5) Working Days and to refund to the Customer any expenses incurred by the Customer as a result of such over-Delivery (including but not limited to the costs of moving and storing the Goods), failing which the Customer may dispose of such Goods and charge the Service Provider for the costs of such disposal. The risk in any over-Delivered Goods shall remain with the Service Provider.

4.6 **Ownership and Risk**

4.6.1 Ownership and passing of title in the Goods shall, without prejudice to any other rights or remedies of the Customer pass to the Customer on the earlier of payment by the Customer of the Contract Charges or allocation of the relevant Goods by the Customer to an order.

4.6.2 Risk in the Goods shall, without prejudice to any other rights or remedies of the Customer pass to the Customer at the point when the Goods have been delivered satisfactorily.

4.7 **Guarantee**

The Service Provider hereby guarantees the Transferring Goods for the Guarantee Period against faulty materials and workmanship. If the Customer shall within such Guarantee Period or within twenty five (25) Working Days thereafter give notice in writing to the Service Provider of any defect in any of the Transferring Goods as may have arisen during such Guarantee Period under proper and normal use, the Service Provider shall (without prejudice to any other rights and remedies which the Customer may have) promptly remedy such defects (whether by repair or replacement as the Customer shall elect) free of charge.

5. **ASSISTANCE ON EXPIRY OR TERMINATION**

5.1 In the event that the Contract expires or is terminated, the Service Provider shall, where so requested by the Customer, provide assistance to the Customer to migrate the provision of the Services to a Replacement Service Provider.

6. DISASTER RECOVERY AND BUSINESS CONTINUITY

- 6.1 The Service Provider will maintain in place throughout the Contract Period business continuity arrangements and will review those arrangements at appropriate intervals and if necessary update them, so as to ensure as far as reasonably practical that in the event of unexpected circumstances, either within or external to the Service Provider's organisation, delivery of the Goods and/or Services to the Customer is subject to a minimum of disruption.

7. MONITORING OF CONTRACT PERFORMANCE

- 7.1 The Service Provider shall comply with the monitoring arrangements referred to in the Master Contract Schedule and/or any other Contract Document including, but not limited to, providing such data and information as the Service Provider may be required to produce under the Contract.
- 7.2 Where requested by the Customer, the Service Provider shall supply the Management Information to the Customer in the form and periodically as specified in the Master Contract Schedule.

8. DISRUPTION

- 8.1 The Service Provider shall take reasonable care to ensure that in the performance of its obligations under the Contract it does not disrupt the operations of the Customer, its employees or any other contractor employed by the Customer.
- 8.2 The Service Provider shall immediately inform the Customer of any actual or potential industrial action, whether such action be by the Service Provider's own employees or others, which affects or might affect the Service Provider's ability at any time to perform its obligations under the Contract.
- 8.3 In the event of industrial action by the Staff, the Service Provider shall seek Approval to its proposals for the continuance of the supply of the Goods and/or Services in accordance with its obligations under the Contract.
- 8.4 If the Service Provider's proposals referred to in clause 8.3 are considered insufficient or unacceptable by the Customer acting reasonably then the Contract may be terminated with immediate effect by the Customer by notice in writing.
- 8.5 If the Service Provider is temporarily unable to fulfil the requirements of the Contract owing to disruption of normal business caused by the Customer, an appropriate allowance by way of extension of time will be approved by the Customer. In addition, the Customer will reimburse any additional expense reasonably incurred by the Service Provider as a direct result of such disruption.

9. SERVICE LEVELS AND REMEDIES IN THE EVENT OF INADEQUATE PERFORMANCE OF THE SERVICES OR PROVISION OF THE GOODS

- 9.1 The Service Provider shall provide the Services to meet or exceed the Service Levels and any failure to meet the Service Levels shall entitle the Customer to

Guidance contained in this document is intended for use by ESPO employees however it is made available to ESPO customers. ESPO customers must seek their own legal advice as to the content and drafting of this document.

Service Credits calculated in accordance with the provisions of schedule 1 or in the event of a Critical Service Failure shall give rise to a right for the Customer to terminate the Contract with immediate effect upon giving written notice to the Service Provider.

- 9.2 The Service Provider shall implement all measurement and monitoring tools and procedures necessary to measure and report on the Service Provider's performance of the Services against the applicable Service Levels at a level of detail sufficient to verify compliance with the Service Levels.
- 9.3 Without prejudice to any other right or remedy which the Customer may have, if any Goods and/or Services are not supplied in accordance with, or the Service Provider fails to comply with any of the terms of the Contract then the Customer may (whether or not any part of the Goods and/or Services have been Delivered) do any of the following:
- 9.3.1 at the Customer's option, give the Service Provider the opportunity at the Service Provider's expense to either remedy any defect in the Goods and/or failure in the performance of the Services together with any damage resulting from such defect or failure (and where such defect or failure is capable of remedy) or to supply replacement Goods and/or Services and carry out any other necessary work to ensure that the terms of the Contract are fulfilled, in accordance with the Customer's instructions;
 - 9.3.2 reject the Goods (in whole or in part) and require the Service Provider to remove the Goods (in whole or in part) at the risk and cost of the Service Provider on the basis that a full refund for the Goods so rejected shall be paid to the Customer forthwith by the Service Provider;
 - 9.3.3 refuse to accept any further Goods and/or Services to be Delivered but without any liability to the Customer;
 - 9.3.4 if the Master Contract Schedule and/or any other Contract Documents provide for the payment of Delay Payments, then the Service Provider shall pay such amounts (calculated in accordance with the Master Contract Schedule and/or any other Contract Document) on demand. The Delay Payments will accrue on a daily basis from the relevant Milestone Date and will continue to accrue until the date when the Milestone is met;
 - 9.3.5 carry out at the Service Provider's expense any work necessary to make the Goods and/or Services comply with the Contract;
 - 9.3.6 without terminating the Contract, itself supply or procure the supply of all or part of the Goods and/or Services until such time as the Service Provider shall have demonstrated to the reasonable satisfaction of the Customer that the Service Provider will once more be able to supply

all or such part of the Goods and/or Services in accordance with the Contract;

- 9.3.7 without terminating the whole of the Contract, terminate the Contract in respect of part of the Goods and/or Services only (whereupon a corresponding reduction in the Contract Charges shall be made) and thereafter itself supply or procure a third party to supply such part of the Goods and/or Services; and/or
- 9.3.8 charge the Service Provider for and the Service Provider shall on demand pay any costs reasonably incurred by the Customer (including any reasonable administration costs) in respect of the supply of any part of the Goods and/or Services by the Customer or a third party to the extent that such costs exceed the payment which would otherwise have been payable to the Service Provider for such part of the Goods and/or Services and provided that the Customer uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement Goods and/or Services.

9.4 In the event that the Service Provider:

9.4.1 fails to comply with clause 9.3 above and the failure is materially adverse to the interests of the Customer or prevents the Customer from discharging a statutory duty; or

9.4.2 persistently fails to comply with clause 9.3 above,

the Customer may terminate the Contract with immediate effect by giving the Service Provider notice in writing.

10. PAYMENT AND CONTRACT CHARGES

10.1 Contract Charges

- 10.1.1 In consideration of the Service Provider's performance of its obligations under the Contract, the Customer shall pay the Contract Charges in accordance with clause 11.2 (Payment and VAT).
- 10.1.2 The Customer shall, in addition to the Contract Charges and following delivery by the Service Provider of a valid VAT invoice, pay the Service Provider a sum equal to the VAT chargeable on the value of the Goods and/or Services supplied in accordance with the Contract.
- 10.1.3 If at any time during the Contract Period the Service Provider reduces its rates of Charges for any Goods and/or Services which is provided under the Framework Agreement (whether or not such Goods and/or Services are offered in a catalogue which is provided under the Framework Agreement) in accordance with the terms of the Framework Agreement, the Service Provider shall immediately reduce the Contract Price for such Goods and/or Services under the Contract by the same amount.

10.1.4 The benefit of any work being done pursuant to the provisions of Schedule 6 (Value for Money) of the Framework Agreement which is specifically commissioned from the Service Provider by another contracting body at any time prior to or during the Contract Period to reduce costs or to improve the quality or efficiency of the Goods and/or Services or to facilitate their delivery shall be offered by the Service Provider to the Customer at no charge.

10.1.5 The Parties acknowledge that the Service Provider is required to pay to ESPO and, where relevant, the Trading Company a retrospective rebate based on the value of each call-off contract at a percentage agreed in the Framework Agreement.

10.2 Payment and VAT

10.2.1 Where the Service Provider submits an invoice to the Customer, the Customer will consider and verify that invoice in a timely fashion.

10.2.2 The Service Provider shall ensure that each invoice contains all appropriate references and a detailed breakdown of the Goods supplied and/or the Services provided and that it is supported by any other documentation reasonably required by the Customer to substantiate the invoice. The Customer shall accept and process for payment an electronic invoice submitted for payment by the Service Provider where the invoice is undisputed and where it complies with the following standard on electronic invoicing: the European standard and any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870.

10.2.3 The Customer shall pay the Service Provider any sums due under such an invoice no later than a period of 30 days from the date on which the Customer has determined that the invoice is valid and undisputed.

10.2.4 Where the Customer fails to comply with clause 11.2.1 and there is an undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purposes of clause 11.2.2 after a reasonable time has passed.

10.2.5 Where the Service Provider enters into a Sub-Contract, the Service Provider shall include in that Sub-Contract:

- (a) provisions having the same effect as clauses 11.2.1 – 11.2.3 of this Contract; and
- (b) a provision requiring the counterparty to that Sub-Contract to include any Sub-Contract which it awards provisions have the same effect as clauses 11.1.1 – 11.1.4 of this Contract.

For the purposes of this sub clause 11.2.5 "Sub-Contract" means a contract between two or more suppliers, at any stage of remoteness from the Customer in a subcontracting chain, made wholly or

substantially for the purpose of performing (or contributing to the performance of) the whole or part of this Contract.

- 10.2.6 The Service Provider shall indemnify the Customer on demand and on a continuing basis against any liability, including without limitation any interest, penalties or costs, which are suffered or incurred by or levied, demanded or assessed on the Customer at any time in respect of the Service Provider's failure to account for or to pay any VAT relating to payments made to the Service Provider under the Contract. Any amounts due under this clause 11.2.6 shall be paid by the Service Provider to the Customer not less than five (5) Working Days before the date upon which the tax or other liability is payable by the Customer.
- 10.2.7 The Service Provider shall not suspend the supply of the Services and/or Goods (as applicable) unless the Service Provider is entitled to terminate the Contract under clause 26 (Termination on Default) for failure to pay undisputed sums of money. Interest shall be payable by the Customer on the late payment of any undisputed sums of money properly invoiced at 3% above the Bank of England base rate.

10.3 Recovery of Sums Due

- 10.3.1 Wherever under the Contract any sum of money is recoverable from or payable by the Service Provider (including any sum which the Service Provider is liable to pay to the Customer in respect of any breach of the Contract), the Customer may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Service Provider under the Contract or under any other agreement or contract with the Customer.
- 10.3.2 Any overpayment by either Party, whether of the Contract Charges or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.
- 10.3.3 The Service Provider shall make any payments due to the Customer without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Service Provider has a valid court order requiring an amount equal to such deduction to be paid by the Customer to the Service Provider.
- 10.3.4 All payments due shall be made within a reasonable time unless otherwise specified in the Contract, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.

10.4 Euro

- 11.4.1 Any requirement of Law to account for the Goods and/or Services in Euro, (or to prepare for such accounting) instead of and/or in addition

to Sterling, shall be implemented by the Service Provider free of charge to the Customer.

- 11.4.2 The Customer shall provide all reasonable assistance to facilitate compliance with clause 11.4.1 by the Service Provider.

11. KEY PERSONNEL

- 11.1 The Parties have agreed to the appointment of the Key Personnel. The Service Provider shall and shall procure that any Sub-Contractor shall obtain Approval before removing or replacing any Key Personnel during the Contract Period.
- 11.2 The Service Provider shall provide the Customer with at least one (1) Month's written notice of its intention to replace any member of Key Personnel.
- 11.3 The Customer shall not unreasonably delay or withhold its Approval to the removal or appointment of a replacement for any relevant Key Personnel by the Service Provider or Sub-Contractor.
- 11.4 The Service Provider acknowledges that the persons designated as Key Personnel from time to time are essential to the proper provision of the Goods and/or Services to the Customer. The Service Provider shall ensure that the role of any Key Personnel is not vacant for any longer than ten (10) Working Days and that any replacement shall be as qualified and experienced or more qualified and experienced as the previous incumbent and fully competent to carry out the tasks assigned to the Key Personnel whom he or she has replaced.
- 11.5 The Customer may also require the Service Provider to remove any Key Personnel that the Customer considers in any respect unsatisfactory. The Customer shall not be liable for the cost of replacing any Key Personnel.

12. SERVICE PROVIDER'S STAFF

- 12.1 The Customer may, by written notice to the Service Provider, refuse to admit onto, or withdraw permission to remain on, the Customer's Premises:
- 12.1.1 any member of the Staff; or
- 12.1.2 any person employed or engaged by any member of the Staff, whose admission or continued presence would, in the reasonable opinion of the Customer, be undesirable.
- 12.2 At the Customer's written request, the Service Provider shall provide a list of the names and addresses of all persons who may require admission to the Customer's Premises in connection with the Contract, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Customer may reasonably request.
- 12.3 Staff engaged within the boundaries of the Customer'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 or within the boundaries of those Customer's Premises.

12.4 If the Service Provider fails to comply with clause 13.2 within three (3) weeks of the date of the request, the Customer may terminate the Contract, provided always that such termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Customer.

12.5 The decision of the Customer as to whether any person is to be refused access to the Premises and as to whether the Service Provider and Staff have failed to comply with clause 13.2 shall be final and conclusive.

Children and Vulnerable Adults

13.6 Where the provision of the Goods and/or Services requires any of the Service Provider's employees or volunteers to work in a Regulated Activity with children and/or vulnerable adults, the Service Provider will make checks in respect of such employees and volunteers with the Disclosure & Barring Service (DBS) for the purpose of checking at an enhanced level of disclosure for the existence of any criminal convictions subject to the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (as amended) or other relevant information and that the appropriate check of the Children's Barred List relating to the protection of children.

13.7 The Service Provider will comply with the requirements of the Safeguarding of Vulnerable Groups Act 2006 (as amended by the Protection of Freedoms Act 2012 and any other subsequent relevant legislation) in respect of such employees and volunteers that work in a Regulated Activity.

13.8 The Service Provider will ensure that all enhanced checks for a Regulated Activity including the appropriate barred list check or checks are renewed every three years.

13.9 The Service Provider will not employ any person or continue to employ any person to provide the Regulated Activities who is prevented from carrying out such activities under the Safeguarding of Vulnerable Groups Act 2006 and will notify the Customer immediately of any decision to employ such a person in any role connected with this Contract or any other agreement or arrangement with the Customer.

13.10 Where the provision of the Goods and/or Services does not require any of the Service Provider's employees or volunteers to work in a Regulated Activity but where the Service Provider's employees or volunteers may nonetheless have contact with children and/or vulnerable adults the Service Provider will in respect of such employees and volunteers:

- a) carry out Employment Checks; and
- b) carry out such other checks as may be required by the Disclosure & Barring Service from time to time through the Contract Period.

13.11 Where the principle obligation of the Service Provider is to effect delivery of goods to a site and does not require any element of on-site working including installation and commissioning of Goods in a private dwelling, neither the Service Provider nor any sub-contractors are to have direct contact with children and/or vulnerable adults during any delivery or attendance at the premises. The Service Provider shall ensure that those engaged in undertaking the duties under this contract, including employees, servants, agents and others are of suitable standing and good character and provide them with copies of the Specification and secure their written acknowledgement of receipt and understanding.

13. STAFFING SECURITY

13.1 The Service Provider shall comply with the Customer's staff vetting procedures (where provided to the Service Provider) in respect of all Service Provider Staff employed or engaged in the provision of the Goods and/or Services. The Service Provider confirms that all Staff employed or engaged by the Service Provider at the Commencement Date were vetted and recruited on a basis that is equivalent to and no less strict than the Customer's staff vetting procedures.

13.2 The Service Provider shall provide training on a continuing basis for all Staff employed or engaged in the provision of the Goods and/or Services to ensure compliance with the Customer's staff vetting procedures.

14. INTELLECTUAL PROPERTY RIGHTS

14.1 Save as granted under this Contract, neither the Customer nor the Service Provider shall acquire any right, title or interest in the other's Pre-Existing Intellectual Property Rights.

14.2 The Service Provider shall ensure and procure that the availability, provision and use of the Goods and/or Services and the performance of the Service Provider's responsibilities and obligations hereunder shall not infringe any Intellectual Property Rights of any third party.

14.3 With respect to the Service Providers obligations under the Contract, the Service Provider warrants and represents that:

- 14.3.1 it owns, has obtained or shall obtain valid licences for all Intellectual Property Rights that are necessary to perform its obligations under this Contract;
- 14.3.2 it has and shall continue to take all steps, in accordance with Good Industry Practice, to prevent the introduction, creation or propagation of any disruptive elements (including any virus, worms and/or Trojans, spyware or other malware) into systems, data, software or the

Customer's Confidential Information (held in electronic form) owned by or under the control of, or used by the Customer;

14.4 The Service Provider shall during and after the Contract Period of the Contract indemnify and keep indemnified the Customer on demand in full from and against all claims, proceedings, suits, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages and any other liabilities whatsoever arising from, out of, in respect of or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any Intellectual Property Right by the:

14.4.1 availability, provision or use of the Goods and/or Services (or any parts thereof); and

14.4.2 performance of the Service Provider's responsibilities and obligations hereunder.

14.5 The Service Provider shall promptly notify the Customer if any claim or demand is made or action brought against the Service Provider for infringement or alleged infringement of any Intellectual Property Right that may affect the availability, provision or use of the Goods and/or Services (or any parts thereof) and/or the performance of the Service Provider's responsibilities and obligations hereunder.

14.6 If a claim or demand is made or action brought to which clause 16.3 and/or 16.4 may apply, or in the reasonable opinion of the Service Provider is likely to be made or brought, the Service Provider may at its own expense and within a reasonable time either:

14.6.1 modify any or all of the affected Goods and/or Services without reducing the performance and functionality of the same, or substitute alternative goods and/or services of equivalent performance and functionality for any or all of the affected Goods and/or Services, so as to avoid the infringement or the alleged infringement, provided that the terms herein shall apply mutatis mutandis to such modified or substituted goods and/or services; or

14.6.2 procure a licence to use the Goods and/or Services on terms that are reasonably acceptable to the Customer; and

14.6.3 in relation to the performance of the Service Provider's responsibilities and obligations hereunder, promptly re-perform those responsibilities and obligations.

14.7 Customer Data

14.7.1 The Service Provider shall not delete or remove any proprietary notices contained within or relating to the Customer Data.

14.7.2 The Service Provider shall not store, copy, disclose, or use the

Customer Data except as necessary for the performance by the Service Provider of its obligations under the Contract or as otherwise expressly Approved by the Customer.

- 14.7.3 To the extent that Customer Data is held and/or processed by the Service Provider, the Service Provider shall supply that Customer Data to the Customer as requested by the Customer and in the format specified in this Contract (if any) and in any event as specified by the Customer from time to time in writing.
- 14.7.4 To the extent that Customer Data is held and/or processed by the Service Provider, the Service Provider shall take responsibility for preserving the integrity of Customer Data and preventing the corruption or loss of Customer Data.
- 14.7.5 The Service Provider shall ensure that any system on which the Service Provider holds any Customer Data, including back-up data, is a secure system that complies with the security policy reasonably requested by the Customer.
- 14.7.6 If the Customer Data is corrupted, lost or sufficiently degraded as a result of the Service Provider's Default so as to be unusable, the Customer may:
 - 14.7.6.1 require the Service Provider (at the Service Provider's expense) to restore or procure the restoration of Customer Data to the extent and in accordance with any BCDR Plan and the Service Provider shall do so as soon as practicable but in accordance with the time period notified by the Customer; and/or
 - 14.7.6.2 itself restore or procure the restoration of Customer Data, and shall be repaid by the Service Provider any reasonable expenses incurred in doing so to the extent and in accordance with the requirements specified in any BCDR Plan.
- 14.7.7 If at any time the Service Provider suspects or has reason to believe that Customer Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Service Provider shall notify the Customer immediately and inform the Customer of the remedial action the Service Provider proposes to take.

14.8 Protection of Personal Data

- 14.8.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, where the Customer has completed the second column of the table in section 9 of the Master Contract Schedule to specify the processing of Personal Data it requires the Service Provider to perform, the Customer is the Controller and the Service Provider is the

Processor. The only processing that the Service Provider is authorised to do is listed in section 9 of the Master Contract Schedule by the Customer and may not be determined by the Service Provider.

- 14.8.2 The Service Provider shall notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation.
- 14.8.3 The Service Provider shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Customer, include:
 - 14.8.3.1 a systematic description of the envisaged processing operations and the purpose of the processing;
 - 14.8.3.2 an assessment of the necessity and proportionality of the processing operations in relation to the Goods and/or Services;
 - 14.8.3.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
 - 14.8.3.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 14.8.4 The Service Provider shall, in relation to any Personal Data processed in connection with its obligations under this Contract:
 - 14.8.4.1 process that Personal Data only in accordance with section 9 of the Master Contract Schedule, unless the Service Provider is required to do otherwise by Law. If it is so required, the Service Provider shall promptly notify the Customer before processing the Personal Data unless prohibited by Law;
 - 14.8.4.2 ensure that it has in place Protective Measures, which have been reviewed and approved by the Customer as appropriate to protect against a Data Loss Event having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - 14.8.4.3 ensure that:

- (i) the Service Provider Personnel do not process Personal Data except in accordance with this Contract (and in particular section 9 of the Master Contract Schedule);
- (ii) it takes all reasonable steps to ensure the reliability and integrity of any Service Provider Personnel (including any subprocessors or third-party processors) who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Service Provider's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with the Service Provider or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Customer or as otherwise permitted by this Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and

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

- (i) (the Customer or the Service Provider has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Customer;
- (ii) the Data Subject has enforceable rights and effective legal remedies;
- (iii) the Service Provider 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 Customer in meeting its obligations); and
- (iv) the Service Provider complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data; and

14.8.4.5 at the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of this Contract unless the Service Provider is required by Law to retain the Personal Data.

- 14.8.5 Subject to clause 16.8.6, the Service Provider shall notify the Customer immediately if it:
 - 14.8.5.1 receives a Data Subject Access Request (or purported Data Subject Access Request);
 - 14.8.5.2 receives a request to rectify, block or erase any Personal Data;
 - 14.8.5.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - 14.8.5.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
 - 14.8.5.5 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
 - 14.8.5.6 becomes aware of a Data Loss Event.
- 14.8.6 The Service Provider's obligation to notify under clause 16.8.5 shall include the provision of further information to the Customer in phases, as details become available.
- 14.8.7 Taking into account the nature of all processing, the Service Provider shall provide the Customer with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 16.8.5 (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:
 - 14.8.7.1 the Customer with full details and copies of the complaint, communication or request;
 - 14.8.7.2 such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - 14.8.7.3 the Customer, at its request, with any Personal Data it holds in relation to a Data Subject;
 - 14.8.7.4 assistance as requested by the Customer following any Data Loss Event;
 - 14.8.7.5 assistance as requested by the Customer with respect to any

request from the Information Commissioner's Office, or any consultation by the Customer with the Information Commissioner's Office.

- 14.8.8 The Service Provider shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Service Provider employs fewer than 250 staff, unless:
 - 14.8.8.1 the Customer determines that the processing is not occasional;
 - 14.8.8.2 the Customer 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
 - 14.8.8.3 the Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 14.8.9 The Service Provider shall allow for audits of its Data Processing activity by the Customer or the Customer's designated auditor.
- 14.8.10 The Service Provider shall designate a data protection officer if required by the Data Protection Legislation.
- 14.8.11 Before allowing any Sub-processor to process any Personal Data related to this Contract, the Service Provider must:
 - 14.8.11.1 notify the Customer in writing of the intended Sub-processor and processing;
 - 14.8.11.2 obtain the written consent of the Customer;
 - 14.8.11.3 enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 16.8 such that they apply to the Sub-processor; and
 - 14.8.11.4 provide the Customer with such information regarding the Sub-processor as the Customer may reasonably require.
- 14.8.12 The Service Provider shall remain fully liable for all acts or omissions of any Sub-processor.
- 14.8.13 The Customer 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).

14.8.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Customer may on not less than 30 Working Days' notice to the Service Provider amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

14.8.15 Notwithstanding clause 16.8.1 the Parties acknowledge that they are also Joint Controllers for the purpose of the Data Protection Legislation in respect of. In respect of the Personal Data under Joint Control and identified herein, clause 16.8.1 – 16.8.4 will not apply and the Parties agree to comply with the requirements as detailed in Section 10 of the Master Contract Schedule.]

14.9 Security of Premises

14.9.1 The Customer shall be responsible for maintaining the security of the Customer's Premises in accordance with its standard security requirements. The Service Provider shall comply with all reasonable security requirements of the Customer while on the Customer's Premises and shall ensure that all Staff comply with such requirements.

14.9.2 The Customer shall provide the Service Provider upon request copies of its written security procedures and shall afford the Service Provider upon request an opportunity to inspect its physical security arrangements.

14.10 Confidentiality

14.10.1 Except to the extent set out in this clause 16.10 or where disclosure is expressly permitted elsewhere in this Contract, each Party shall:

14.10.1.1 treat the other Party's Confidential Information as confidential and safeguard it accordingly; and

14.10.1.2 not disclose the other Party's Confidential Information to any other person without the owner's prior written consent.

14.10.2 Clause 16.10.1 shall not apply to the extent that:

14.10.2.1 such disclosure is a requirement of Law placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA, Code of Practice on Access to Government Information or the Environmental Information Regulations pursuant to clause 19.11 (Freedom of Information);

14.10.2.2 such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;

14.10.2.3 such information was obtained from a third party without obligation of confidentiality;

14.10.2.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of the Contract; or

14.10.2.5 it is independently developed without access to the other Party's Confidential Information.

14.10.3 The Service Provider may only disclose the Customer's Confidential Information to the Staff who are directly involved in the provision of the Goods and/or Services and who need to know the information, and shall ensure that such Staff are aware of and shall comply with these obligations as to confidentiality.

14.10.4 The Service Provider shall not, and shall procure that the Staff do not, use any of the Customer's Confidential Information received otherwise than for the purposes of this Contract.

14.10.5 At the written request of the Customer, the Service Provider shall procure that those members of Staff identified in the Customer's notice sign a confidentiality undertaking prior to commencing any work in accordance with this Contract.

14.10.6 In the event that any default, act or omission of any Staff causes or contributes (or could cause or contribute) to the Service Provider breaching its obligations as to confidentiality under or in connection with this Contract, the Service Provider shall take such action as may be appropriate in the circumstances, including the use of disciplinary procedures in serious cases. To the fullest extent permitted by its own obligations of confidentiality to any Staff, the Service Provider shall provide such evidence to the Customer as the Customer may reasonably require (though not so as to risk compromising or prejudicing any disciplinary or other proceedings to demonstrate that the Service Provider is taking appropriate steps to comply with this clause, including copies of any written communications to and/or from Staff, and any minutes of meeting and any other records which provide an audit trail of any discussions or exchanges with Staff in connection with obligations as to confidentiality.

14.10.7 Nothing in this Contract shall prevent the Customer from disclosing the Service Provider's Confidential Information (including the Management Information obtained under clause 7.2):

14.10.7.1 to any Contracting Authority. All Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Contracting Authorities on the basis that the information is

confidential and is not to be disclosed to a third party which is not part of any Contracting Authority;

14.10.7.2 to any consultant, contractor or other person engaged by the Customer or any person conducting an Office of Government Commerce gateway review;

14.10.7.3 for the purpose of the examination and certification of the Customer's accounts; or

14.10.7.4 for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Customer has used its resources.

14.10.8 The Customer shall use all reasonable endeavours to ensure that any government department, Contracting Authority, employee, third party or Sub-Contractor to whom the Service Provider's Confidential Information is disclosed pursuant to clause 16.10.7 is made aware of the Customer's obligations of confidentiality.

14.10.9 Nothing in this clause 16.10 shall prevent either Party from using any techniques, ideas or Know-How gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other Party's Confidential Information or an infringement of IPR.

14.10.10 In the event that the Service Provider fails to comply with clause 16.10.1 to clause 16.10.6, the Customer reserves the right to terminate the Contract with immediate effect by notice in writing.

14.10.11 In order to ensure that no unauthorised person gains access to any Confidential Information or any data obtained in performance of the Contract, the Service Provider undertakes to maintain adequate security arrangements that meet the requirements of Good Industry Practice.

14.11 Freedom of Information

14.11.1 The Service Provider acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Customer to enable the Customer to comply with its Information disclosure obligations.

14.11.2 The Service Provider shall and shall procure that its Sub-Contractors shall:

14.11.2.1 transfer to the Customer all Requests for Information that it receives as soon as practicable and in any event within two (2) Working Days of receiving a Request for Information;

- 14.11.2.2 provide the Customer with a copy of all Information in its possession, or control in the form that the Customer requires within five (5) Working Days (or such other period as the Customer may specify) of the Customer's request; and
- 14.11.2.3 provide all necessary assistance as reasonably requested by the Customer to enable the Customer 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.
- 14.11.3 The Customer shall be responsible for determining in its absolute discretion and notwithstanding any other provision in the Contract or any other Contract whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.
- 14.11.4 In no event shall the Service Provider respond directly to a Request for Information unless authorised in writing to do so by the Customer.
- 14.11.5 The Service Provider acknowledges that (notwithstanding the provisions of clause 16.10) the Customer 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 ("**the Code**"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Service Provider or the Goods and/or Services:
 - 14.11.5.1 in certain circumstances without consulting the Service Provider; or
 - 14.11.5.2 following consultation with the Service Provider and having taken their views into account,provided always that where clause 16.11.5 applies the Customer shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Service Provider advanced notice, or failing that, to draw the disclosure to the Service Provider's attention after any such disclosure.
- 14.11.6 The Service Provider shall ensure that all Information is retained for disclosure in accordance with the provisions of the Contract and in any event in accordance with the requirements of Good Industry Practice and shall permit the Customer to inspect such records as requested from time to time.

14.11.7 The Service Provider acknowledges that the Commercially Sensitive Information is of indicative value only and that the Customer may be obliged to disclose it in accordance with clause 16.11.5.

14.12 Transparency

14.12.1 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Contract is not Confidential Information. The Customer shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.

14.12.2 Notwithstanding any other term of the Contract, the Service Provider hereby gives his consent for the Customer to publish the Contract in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted), including from time to time agreed changes to the Agreement, to the general public.

14.12.3 The Customer may consult with the Service Provider to inform its decision regarding any redactions but the Customer shall have the final decision in its absolute discretion.

14.12.4 The Service Provider shall assist and cooperate with the Customer to enable the Customer to publish this Contract.

15. WARRANTIES AND REPRESENTATIONS

15.1 The Service Provider warrants, represents and undertakes to the Customer that:

- 15.1.1 it has full capacity and authority and all necessary consents licences, permissions (statutory, regulatory, contractual or otherwise) (including where its procedures so require, the consent of its Parent Company) to enter into and perform its obligations under the Contract;
- 15.1.2 the Contract is executed by a duly authorised representative of the Service Provider;
- 15.1.3 in entering the Contract it has not committed any Fraud;
- 15.1.4 it has not committed any offence under the Prevention of Corruption Acts 1889 to 1916, or the Bribery Act 2010;
- 15.1.5 this Contract shall be performed in compliance with all Laws (as amended from time to time) and all applicable Standards;
- 15.1.6 as at the Commencement Date, all information, statements and representations contained in the Tender for the Goods and/or Services are true, accurate and not misleading save as may have been specifically disclosed in writing to the Customer prior to execution of

the Contract and it will advise the Customer of any fact, matter or circumstance of which it may become aware which would render any such information, statement or representation to be false or misleading and all warranties and representations contained in the Tender shall be deemed repeated in this Contract;

- 15.1.7 no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or its assets which will or might affect its ability to perform its obligations under the Contract;
- 15.1.8 it is not subject to any contractual obligation, compliance with which is likely to have an adverse effect on its ability to perform its obligations under the Contract;
- 15.1.9 no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Service Provider or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Service Provider's assets or revenue;
- 15.1.10 it owns, has obtained or is able to obtain valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract and shall maintain the same in full force and effect;
- 15.1.11 at the Commencement Date it has not been convicted of any offence involving slavery and human trafficking; nor has it been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking; and
- 15.1.12 at the Commencement Date it has not: (1) communicated to any person other than the Customer the amount or approximate amount of the proposed price tendered in any Further Competition Procedure, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender; (2) entered into any agreement or arrangement with any person that it shall refrain from tendering or as to the amount of any tender submitted in any Further Competition Procedure; or (3) offered to pay or give or agree to pay any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to the proposed price tendered in any Further Competition Procedure any act or thing of the sort described in this clause 17.1.12. In the context of this clause 17.1.12 the word 'person' includes any persons and any body or association, corporate or unincorporated; and

'any agreement or arrangement' includes any such transaction, formal or informal, and whether legally binding or not.

15.2 The Service Provider warrants represents and undertakes to the Customer that:

- 15.2.1 the Goods and/or Services shall be provided and carried out by appropriately experienced, qualified and trained Staff with all due skill, care and diligence;
- 15.2.2 it shall discharge its obligations hereunder (including the provision of the Goods and/or Services) with all due skill, care and diligence including in accordance with Good Industry Practice and its own established internal procedures;
- 15.2.3 the Goods and/or Services are and will continue to be during the Contract Period:
 - 15.2.3.1 of satisfactory quality; and
 - 15.2.3.2 in conformance with the relevant specifications set out in this Contract, the relevant order and (if applicable) the manufacturer's specifications and documentation;
- 15.2.4 in the three (3) Years prior to the Commencement Date:
 - 15.2.4.1 it has conducted all financial accounting and reporting activities in all material respects in compliance with the generally accepted accounting principles that apply to it in any country where it files accounts; and
 - 15.2.4.2 it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established;
 - 15.2.4.3 it has not done or omitted to do anything which could have an adverse effect on its assets, financial condition or position as an on-going business concern or its ability to fulfil its obligations under the Contract; and
 - 15.2.4.4 for the Contract Period that all Staff will be vetted in accordance with Good Industry Practice, the Security Policy and the Quality Standards.

15.3 For the avoidance of doubt, the fact that any provision within this Contract is expressed as a warranty shall not preclude any right of termination the Customer may have in respect of breach of that provision by the Service Provider.

15.4 The Service Provider acknowledges and agrees that:

- 15.4.1 the warranties, representations and undertakings contained in this Contract are material and are designed to induce the Customer into entering into this contract; and
- 15.4.2 the Customer has been induced into entering into this Contract and in doing so has relied upon the warranties, representations and undertakings contained herein.

16. LIABILITIES

16.1 Liability

- 16.1.1 Nothing in the Contract shall be construed to limit or exclude either Party's liability for:
 - 16.1.1.1 death or personal injury caused by its negligence or that of its Staff;
 - 16.1.1.2 Fraud or fraudulent misrepresentation by it or that of its Staff;
 - 16.1.1.3 any breach of any obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982;
 - 16.1.1.4 any claim under clause 15.1;
 - 16.1.1.5 any claim under the indemnity in clauses 11.2.6, **[14]**, 16.4, in respect of a breach of clause 16.10; or
 - 16.1.1.6 any other matter which, by Law, may not be excluded or limited.
- 16.1.2 Subject to clause 18.1.4 and clause 18.1.5 the Service Provider shall on demand indemnify and keep indemnified the Customer in full from and against all claims, proceedings, actions, damages, costs, expenses and any other liabilities which may arise out of, or in consequence of, the supply, or late or purported late supply or non-supply, of the Goods and/or Services or the performance or non-performance by the Service Provider of its obligations under the Contract or the presence of the Service Provider or any Staff on the Premises, including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Service Provider, or any other loss which is caused directly by any act or omission of the Service Provider.
- 16.1.3 The Service Provider shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Contract.

- 16.1.4 Subject always to clause 18.1.1 and clause 18.1.5, the aggregate liability of either Party for each Year of this Contract under or in relation to this Contract:
- 16.1.4.1 all defaults resulting in direct loss to the property of the other Party shall in no event exceed ten million pounds (£10,000,000); and
 - 16.1.4.2 in respect of all other Defaults, claims, losses or damages, whether arising from breach of contract, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed ten million pounds sterling (£10,000,000).
- 16.1.5 Subject to clause 18.1.1, in no event shall either Party be liable to the other for any:
- 16.1.5.1 loss of profits;
 - 16.1.5.2 loss of business;
 - 16.1.5.3 loss of revenue;
 - 16.1.5.4 loss of or damage to goodwill;
 - 16.1.5.5 loss of savings (whether anticipated or otherwise); and/or
 - 16.1.5.6 any indirect, special or consequential loss or damage.
- 16.1.6 The provisions of 18.1.1 shall not be taken as limiting the right of the Customer to recover as a direct loss:
- 16.1.6.1 any additional operational and/or administrative expenses arising from the Service Provider's Default;
 - 16.1.6.2 any wasted expenditure or charges rendered unnecessary and/or incurred by the Customer arising from the Service Provider's Default;
 - 16.1.6.3 the additional cost of procuring replacement services for the remainder of the Contract Period following termination of the Contract as a result of a Default by the Service Provider; and
 - 16.1.6.4 any losses, costs, damages, expenses or other liabilities suffered or incurred by the Customer which arise out of or in connection with the loss of, corruption or damage to or failure to deliver Customer Data by the Service Provider.
- 16.1.7 Nothing in the Contract shall impose any liability on the Customer in

respect of any liability incurred by the Service Provider to any other person, but this shall not be taken to exclude or limit any liability of the Customer to the Service Provider that may arise by virtue of either a breach of the Contract or by negligence on the part of the Customer, or the Customer's employees, servants or agents.

16.2 Insurance

- 16.2.1 The Service Provider shall effect and maintain with a reputable insurance company a policy or policies of insurance providing which may be incurred by the Service Provider, arising out of the Service Provider'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 Service Provider. Such insurance shall be maintained for the Contract Period.
- 16.2.2 The Service Provider shall hold employers liability insurance in respect of Staff with a minimum limit of ten million pounds sterling (£10,000,000) for any one occurrence.
- 16.2.3 The Service Provider shall effect and maintain a public liability insurance policy to cover all risks in the performance of this Contract from time to time with a minimum limit of ten million pounds sterling (£10,000,000) for any one occurrence.
- 16.2.4 The Service Provider shall effect and maintain a professional indemnity insurance policy to cover all risks in the performance of this Contract with the minimum limit of indemnity of two million pounds sterling (£2,000,000) for any one claim and in the aggregate, or such higher limit as required by law from time to time and shall ensure that all agents, professional consultants and Sub-Contractors involved in the supply of the Services effect and maintain appropriate professional indemnity insurance during the Contract Period.
- 16.2.5 The Service Provider shall effect and maintain a cyber liability insurance policy to cover all risks in the performance of this Contract with the minimum limit of indemnity of two million pounds sterling (£2,000,000) for any one claim and in the aggregate or such higher limit as required by law from time to time and shall ensure that all agents, professional consultants and Sub-Contractors involved in the supply of the Services effect and maintain appropriate cyber liability insurance during the Contract Period.
- 16.2.6 The Service Provider shall give the Customer, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place,

together with receipts or other evidence of payment of the latest premiums due under those policies.

- 16.2.7 If, for whatever reason, the Service Provider fails to give effect to and maintain the insurances required by the provisions of the Contract the Customer may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Service Provider.
- 16.2.8 The provisions of any insurance or the amount of cover shall not relieve the Service Provider of any liabilities under the Contract. It shall be the responsibility of the Service Provider to determine the amount of insurance cover that will be adequate to enable the Service Provider to satisfy any liability referred to in clause 18.
- 16.2.9 The Service Provider shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as avoided in whole or part. The Service Provider shall use all reasonable endeavours to notify the Customer (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or avoid any insurance, or any cover or claim under any insurance in whole or in part.

16.3 Taxation, National Insurance and Employment Liability

- 16.3.1 The Parties acknowledge and agree that the Contract constitutes a contract for the provision of Services and not a contract of employment. The Service Provider shall at all times indemnify the Customer and keep the Customer indemnified in full from and against all claims, proceedings, actions, damages, costs, expenses, liabilities and demands whatsoever and howsoever arising by reason of any circumstances whereby the Customer is alleged or determined to have been assumed or imposed with the liability or responsibility for the Staff (or any of them) as an employer of the Staff and/or any liability or responsibility to HM Revenue or Customs as an employer of the Staff whether during the Contract Period or arising from termination or expiry of the Contract.

17. TERMINATION

17.1 Termination on insolvency

- 17.1.1 The Customer may terminate the Contract with immediate effect by giving notice in writing to the Service Provider where the Service Provider is a company and in respect of the Service Provider:

- 17.1.1.1 a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or
 - 17.1.1.2 a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or
 - 17.1.1.3 a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to Section 98 of the Insolvency Act 1986; or
 - 17.1.1.4 a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
 - 17.1.1.5 an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or
 - 17.1.1.6 it is or becomes insolvent within the meaning of Section 123 of the Insolvency Act 1986 ; or
 - 17.1.1.7 being a "small company" within the meaning of section 82(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
 - 17.1.1.8 any event similar to those listed in clause 19.1.1.1 to 19.1.1.7 occurs under the law of any other jurisdiction.
- 17.1.2 The Customer may terminate the Contract with immediate effect by notice in writing where the Service Provider is an individual and:
- 17.1.2.1 an application for an interim order is made pursuant to Sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, the Service Provider's creditors; or
 - 17.1.2.2 a petition is presented and not dismissed within 14 days or order made for the Service Provider's bankruptcy; or

- 17.1.2.3 a receiver, or similar officer is appointed over the whole or any part of the Service Provider's assets or a person becomes entitled to appoint a receiver, or similar officer over the whole or any part of his assets; or
- 17.1.2.4 the Service Provider is unable to pay his debts or has no reasonable prospect of doing so, in either case within the meaning of Section 268 of the Insolvency Act 1986; or
- 17.1.2.5 a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Service Provider's assets and such attachment or process is not discharged within 14 days; or
- 17.1.2.6 he dies or is adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Health Act 1983; or
- 17.1.2.7 the Service Provider suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business.

17.2 Termination on Change of Control

- 17.2.1 The Service Provider shall notify the Customer immediately if the Service Provider undergoes a change of control within the meaning of Section 450 of the Corporation Tax Act 2010 ("**Change of Control**") and provided this does not contravene any Law shall notify the Customer immediately in writing of any circumstances suggesting that a Change of Control is planned or in contemplation. The Customer may terminate the Contract by notice in writing with immediate effect within six months of:

- 17.2.1.1 being notified that a Change of Control has occurred or is planned or in contemplation; or

- 17.2.1.2 where no notification has been made, the date that the Customer becomes aware of the Change of Control,

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

For the purposes of clause 19.2.1 any transfer of shares or of any interest in shares by a person to its Affiliate where such transfer forms part of a bona fide reorganisation or restructuring shall be disregarded.

17.3 Termination on Default

17.3.1 The Customer may terminate the Contract with immediate effect by giving written notice to the Service Provider if the Service Provider commits a Default and if:

17.3.1.1 the Service Provider has not remedied the Default to the satisfaction of the Customer within thirty (30) Working Days or such other longer period as may be specified by the Customer, after issue of a written notice specifying the Default and requesting it to be remedied; or

17.3.1.2 the Default is not, in the opinion of the Customer, capable of remedy; or

17.3.1.3 the Default is a material breach of the Contract; or

17.3.1.4 the Default concerns the Service Provider's obligations under this Contract in relation to the Modern Slavery Act 2015.

17.3.2 In the event that through any Default of the Service Provider, data transmitted or processed in connection with the Contract is either lost or sufficiently degraded so as to be unusable, the Service Provider shall be liable for the cost of reconstitution of that data and shall reimburse the Customer in respect of any charge levied for its transmission and any other costs charged in connection with such Default of the Service Provider.

17.3.3 If the Customer fails to pay the Service Provider undisputed sums of money when due, the Service Provider shall notify the Customer in writing of such failure to pay. If the Customer fails to pay such undisputed sums within the period specified in clause 11.2, the Service Provider may terminate the Contract in writing with immediate effect, save that such right of termination shall not apply where the failure to pay is due to the Customer exercising its rights under clause 11.3 (Recovery of Sums Due).

17.4 Termination of Framework Agreement

The Customer may terminate the Contract by giving written notice to the Service Provider with immediate effect if the Framework Agreement is fully or partly terminated for any reason whatsoever.

17.5 Termination on Financial Standing

The Customer may terminate this Contract by serving notice on the Service Provider in writing with effect from the date specified in such notice where (in the reasonable opinion of the Customer), there is a material detrimental change in the financial standing and/or the credit rating of the Service Provider (as measured from the Commencement Date) which:

- 17.5.1 adversely impacts on the Service Provider's ability to supply the Goods and/or Services under this Contract; or
- 17.5.2 could reasonably be expected to have an adverse impact on the Service Providers ability to supply the Goods and/or Services under this Contract.

17.6 Termination on Audit

The Customer may terminate this Contract by serving notice in writing with effect from the date specified in such notice if the Service Provider commits a Default of clauses 26.1 to 26.5 or clause 26.7 (Records and Audit Access).

17.7 Termination in relation to Benchmarking

The Customer may terminate this Contract by serving notice on the Service Provider in writing with effect from the date specified in such notice if the Service Provider refuses or fails to comply with its obligations as set out in Schedule 6 of the Framework Agreement (Value for Money).

17.8 Partial Termination

If the Customer is entitled to terminate this Contract pursuant to this clause 19, it may (at its sole discretion) terminate all or part of this Contract.

19.9 Termination in compliance with Public Contracts Regulations 2015

The Customer may terminate Contracts where:

- 19.9.1 the Contract has been subject to a substantial modification which would require a new procurement procedure in accordance with regulation 72 (9) of the PCR 2015;
- 19.9.2 the Service Provider has, at the time of the contract award, been in one of the situations referred to in regulation 57 (1) of the PCR 2015, including as a result of the application of regulation 57 (2), and should therefore have been excluded from the procurement procedure; or
- 19.9.3 the Contract should not have been awarded to the Service Provider in view of a serious infringement of the obligations under the Treaties and the Public Contracts Directive that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the TFEU.

19.11 Termination on termination of the Mirror Framework

In the event that any Mirror Framework is terminated or otherwise expires, the Customer may elect to terminate this Contract by serving notice in writing with effect from the date specified in such notice.

18. CONSEQUENCES OF EXPIRY OR TERMINATION

18.1 Where the Customer terminates the Contract under clauses 19.3 (Termination on Default), 19.6 (Financial Standing), 19.7 (Audit), 19.8 (Benchmarking) and then makes other arrangements for the supply of Goods and/or the Services, the Customer may recover from the Service Provider the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Customer throughout the remainder of the Contract Period. The Customer shall take all reasonable steps to mitigate such additional expenditure. Where the Contract is terminated under clauses 19.3, 19.6, 19.7 and 19.8, no further payments shall be payable by the Customer to the Service Provider until the Customer has established the final cost of making those other arrangements.

18.2 On the termination of the Contract for any reason, the Service Provider shall:

- 18.2.1 immediately return to the Customer all Confidential Information, Personal Data and Customer's Pre-Existing IPRs and the Project Specific IPRs in its possession or in the possession or under the control of any permitted Service Providers or Sub-Contractors, which was obtained or produced in the course of providing the Goods and/or Services;
- 18.2.2 cease to use the Customer Data and, at the direction of the Customer provide the Customer and/or the Replacement Service Provider with a complete and uncorrupted version of the Customer Data in electronic form in the formats and on media agreed with the Customer and/or the Replacement Service Provider;
- 18.2.3 except where the retention of Customer Data is required by Law, on the earlier of the receipt of the Customer's written instructions or 12 months after the date of expiry or termination, destroy all copies of the Customer Data and promptly provide written confirmation to the Customer that the data has been destroyed.
- 18.2.4 immediately deliver to the Customer all Property (including materials, documents, information and access keys) provided to the Service Provider under clause 4.2. Such property shall be handed back to the Customer in good working order (allowance shall be made for reasonable wear and tear);
- 18.2.5 transfer to the Customer and/or the Replacement Service Provider (as notified by the Customer) such of the Licensed Goods and/or contracts as are notified to it by the Service Provider and/or the Customer in return for payment of the costs (if any) notified to the Customer by the

Service Provider in respect of such Licensed Goods and/or contracts and/or any other items of relevance;

- 18.2.6 assist and co-operate with the Customer to ensure an orderly transition of the provision of the Services to the Replacement Service Provider and/or provide all such assistance and co-operation as the Customer may reasonably require;
 - 18.2.7 return to the Customer any sums prepaid in respect of the Goods and/or Services not provided by the date of expiry or termination (howsoever arising); and
 - 18.2.8 promptly provide all information concerning the provision of the Goods and/or Services which may reasonably be requested by the Customer for the purposes of adequately understanding the manner in which the Goods and/or Services have been provided or for the purpose of allowing the Customer or the Replacement Service Provider to conduct due diligence.
- 18.3 If the Service Provider fails to comply with clause 20.4.1 and 20.4.8, the Customer may recover possession thereof and the Service Provider grants a licence to the Customer or its appointed agents to enter (for the purposes of such recovery) any premises of the Service Provider or its permitted agents or Sub-Contractors where any such items may be held.
- 18.4 Where the end of the Contract Period arises due to the Service Provider's Default, the Service Provider shall provide all assistance under clause 20.4.5 and 20.4.8 free of charge. Otherwise, the Customer shall pay the Service Provider's reasonable costs of providing the assistance and the Service Provider shall take all reasonable steps to mitigate such costs.
- 18.5 At the end of the Contract Period (howsoever arising) the licence granted pursuant to clause 10.2.1 shall automatically terminate without the need to serve notice.
- 18.6 Save as otherwise expressly provided in the Contract:
- 18.6.1 termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract prior to termination or expiration and nothing in the Contract shall prejudice the right of either Party to recover any amount outstanding at the time of such termination or expiry; and
 - 18.6.2 termination of the Contract shall not affect the continuing rights, remedies or obligations of the Customer or the Service Provider under clauses 11.2 (Payment and VAT), 11.3 (Recovery of Sums Due), 16 (Intellectual Property Rights), 16.8 (Protection of Personal Data), 16.10 (Confidentiality), 16.11 (Freedom of Information), 18 (Liabilities), 20 (Consequences of Expiry or Termination), 25 (Prevention of Bribery and Corruption), 26 (Records and Audit Access), 27 (Prevention of

Fraud), 31 (Cumulative Remedies), 37 (Conflicts of Interest), 39 (The Contracts (Rights of Third parties) Act 1999) and 42.1 (Governing Law and Jurisdiction).

19. PUBLICITY, MEDIA AND OFFICIAL ENQUIRIES

- 19.1 The Service Provider shall not make any press announcements or publicise the Contract in any way without Approval and shall take reasonable steps to ensure that its servants, agents, employees, Sub-Contractors, Service Providers, professional advisors and consultants comply with this clause 19. Any such press announcements or publicity proposed under this clause 21.1 shall remain subject to the rights relating to Confidential Information and Commercially Sensitive Information,
- 19.2 Subject to the rights in relation to Confidential Information and Commercially Sensitive Information, the Customer shall be entitled to publicise the Contract in accordance with any legal obligation upon the Customer, including any examination of the Contract by the Auditor.
- 19.3 The Service Provider shall not do anything or permit to cause anything to be done, which may damage the reputation of the Customer or bring the Customer into disrepute.

20. ANTI-DISCRIMINATION

- 20.1 The Service Provider shall not unlawfully discriminate within the meaning and scope of Equality Legislation or any other law, enactment, order, or regulation relating to discrimination (whether in age, race, gender, religion, disability, sexual orientation or otherwise) in employment.
- 20.2 The Service Provider shall take all reasonable steps to secure the observance of clause 23.1 by all Staff employed in performance of this Contract.
- 20.3 The Service Provider shall notify the Customer forthwith in writing as soon as it becomes aware of any investigation of or proceedings brought against the Service Provider under Equality Legislation or any other law, enactment, order or regulation.
- 20.4 Where any investigation is undertaken by a person or body empowered to conduct such investigation and/or proceedings are instituted in connection with any matter relating to the Service Provider's performance of this Contract being in contravention of Equality Legislation or any other law, enactment, order or regulation relating to discrimination, the Service Provider shall, free of charge provide any information requested in the timescale allotted; attend any meetings as required and permit the Service Provider's Staff to attend; promptly allow access to and investigation of any documents or data deemed to be relevant; allow the Service Provider and any of the Service Provider's Staff to appear as witness in any ensuing proceedings; and cooperate fully and promptly in every way required by the person or body conducting such investigation during the course of that investigation.

20.5 Where any investigation is conducted or proceedings are brought under Equality Legislation or any other law, enactment, order or regulation relating to discrimination which arise directly or indirectly out of any act or omission of the Service Provider, its agents or Sub-Contractors, or the Service Provider's Staff, and where there is a finding against the Service Provider in such investigation or proceedings, the Service Provider shall indemnify the Customer with respect to all costs, charges and expenses (including legal and administrative expenses) arising out of or in connection with any such investigation or proceedings and such other financial redress to cover any payment the Customer may have been ordered or required to pay to a third party.

20.6 The Service Provider must ensure that all written information produced or used in connection with this Contract is as accessible as possible to people with disabilities and to people whose level of literacy in English is limited.

20.7 The Service Provider acknowledges that the Customer may carry out an impact analysis as defined under the Equality Act 2010 in respect of any aspect of the provision of the Services and the Service Provider shall provide all necessary assistance and information to the Customer as may be required in relation to the performance of an impact analysis by the Customer. The Service Provider shall implement any changes or adjustments that are required as a result of, or in connection with the outcome of the impact analysis undertaken by the Customer.

21. HEALTH AND SAFETY

21.1 The Service Provider shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Contract. The Customer shall promptly notify the Service Provider of any health and safety hazards which may exist or arise at the Customer's Premises and which may affect the Service Provider in the performance of its obligations under the Contract.

21.2 While on the Customer's Premises, the Service Provider shall comply with any health and safety measures implemented by the Customer in respect of Staff and other persons working there.

21.3 The Service Provider shall notify the Customer 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.

21.4 The Service Provider shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Staff and other persons working on the Premises in the supply of the Goods and/or Services under the Contract.

21.5 The Service Provider shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc. Act 1974) is made available to the Customer on request.

22. ENVIRONMENTAL REQUIREMENTS

24.1 The Service Provider shall, when working on the Premises, perform its obligations under the Contract in accordance with the Customer's environmental policy (where provided), which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

23. PREVENTION OF BRIBERY AND CORRUPTION

23.1 The Service Provider shall not:

- 23.1.1 offer or give, or agree to give, to any employee, agent, servant or representative of the Customer, or any other public body or person employed by or on behalf of the Customer, any gift or other consideration of any kind which could act as an inducement or a reward for any act or failure to act in relation to this Contract;
- 23.1.2 engage in and shall procure that all Service Provider's Staff, consultants, agents or Sub-Contractors or any person acting on the Service Provider's behalf shall not commit, in connection with this Contract, a Prohibited Act under the Bribery Act 2010, or any other relevant laws, statutes, regulations or codes in relation to bribery and anti-corruption; and
- 23.1.3 commit any offences under the Prevention of Corruption Acts 1889 to 1916.

23.2 The Service Provider warrants, represents and undertakes that it has not:

- 23.2.1 paid commission or agreed to pay commission to the Customer or any other public body or any person employed by or on behalf of the Customer or a public body in connection with the Contract; and
- 23.2.2 entered into this Contract with knowledge, that, in connection with it, any money has been, or will be, paid to any person working for or engaged by the Customer or any other public body or any person employed by or on behalf of the Customer in connection with the Contract, or that an agreement has been reached to that effect, unless details of any such arrangement have been disclosed in writing to the Customer and ESPO before execution of this Contract;

23.3 The Service Provider shall:

- 23.3.1 in relation to this Contract, act in accordance with the Ministry of Justice Guidance pursuant to Section 9 of the Bribery Act 2010;
 - 23.3.2 immediately notify the Customer and ESPO if it suspects or becomes aware of any breach of this clause 25;
 - 23.3.3 respond promptly to any of the Customer's enquiries regarding any breach, potential breach or suspected breach of this clause 25 and the Service Provider shall co-operate with any investigation and allow the Customer to audit Service Provider's books, records and any other relevant documentation in connection with the breach;
 - 23.3.4 if so required by the Customer, within twenty (20) Working Days of the Commencement Date, and annually thereafter, certify to the Customer in writing of the Service Provider and all persons associated with it or other persons who are supplying the Goods and/or Services in connection with this Contract compliance with this clause 25. The Service Provider shall provide such supporting evidence of compliance as the Customer may reasonably request;
 - 23.3.5 have and maintain an anti-bribery policy (which shall be disclosed to the Customer on request) to prevent it any of its Staff, consultants, agents or Sub-Contractors, or any person acting on the Service Provider's behalf from committing a Prohibited Act and shall enforce it where appropriate.
- 23.4 If the Service Provider, its Staff, consultants, agents or Sub-Contractors or any person acting on the Service Provider's behalf, in all cases whether or not acting with the Service Provider's knowledge breaches:
- 23.4.1 this clause 25; or
 - 23.4.2 the Bribery Act 2010 in relation to this Contract or any other contract with the Customer or any other public body or any person employed by or on behalf of the Customer or a public body in connection with the Contract,
- the Customer shall be entitled to terminate this Contract by written notice with immediate effect.
- 23.5 Without prejudice to its other rights and remedies under this clause 25, the Customer shall be entitled to recover in full from the Service Provider and the Service Provider shall on demand indemnify the Customer in full from and against:
- 23.5.1 the amount of value of any such gift, consideration or commission; and
 - 23.5.2 any other loss sustained by the Customer in consequence of any breach of this clause 25.

24. RECORDS AND AUDIT ACCESS

- 24.1 The Service Provider shall keep and maintain for six (6) Years after the date of termination or expiry (whichever is the earlier) of the Contract (or as long a period as may be agreed between the Parties), full and accurate records and accounts of the operation of the Contract including the Goods and/or Services provided under it, the amounts paid by the Customer and records to trace the supply chain of all Goods and/or Services provided to the Customer in connection with this Contract.
- 24.2 The Service Provider shall keep the records and accounts referred to in clause 26.1 above in accordance with Good Industry Practice and generally accepted accounting principles.
- 24.3 The Service Provider shall afford the Customer and the Auditors access to the records and accounts referred to in clause 26.2 at the Service Provider's premises and/or provide copies of such records and accounts and/or permit Auditors to meet the Service Provider's Staff, as may be required by the Customer and/or the Auditors from time to time, in order that the Customer and/or the Auditors may carry out an inspection including for the following purposes:
- 24.3.1 to verify the accuracy of the Contract Price (and proposed or actual variations to them in accordance with this Contract), and/or the costs of all Service Provider (including Sub-Contractors) of the Services;
 - 24.3.2 to review the integrity, confidentiality and security of the Customer Data held or used by the Service Provider;
 - 24.3.3 to review the Service Provider's compliance with the DPA in accordance with this Contract and any other Laws;
 - 24.3.4 to review the Service Provider's compliance with its continuous improvement and benchmarking obligations set out in schedule 6 of the Framework Agreement;
 - 24.3.5 to review the Service Provider's compliance with its security obligations set out in clause 16;
 - 24.3.6 to review any books of account kept by the Service Provider in connection with the provision of the Service;
 - 24.3.7 to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Customer has used its resources;
 - 24.3.8 to inspect the Customer's assets, including the Intellectual Property Rights, equipment, facilities and maintenance, for the purposes of ensuring that the Customer's assets are secure and that any register of assets is up to date; and/or

24.3.9 to ensure that the Service Provider is complying with its obligations under this Contract, including but not limited to its obligations thereunder relating to the Modern Slavery Act 2015.

24.4 The Service Provider shall on request afford the Customer, the Customer's representatives and/or the Auditor access to such records and accounts as may be required by the Customer from time to time.

24.5 The Service Provider shall provide such records and accounts (together with copies of the Service Provider's published accounts) on request during the Contract Period and for a period of six (6) Years after termination or expiry of the Contract Period or the last Contract (whichever is the later) to the Customer and/or its Auditors.

24.6 The Customer shall use reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Service Provider or delay the provision of the Services or supply of Goods save insofar as the Service Provider accepts and acknowledges that control over the conduct of audits carried out by the Auditor is outside of the control of the Customer.

24.7 Subject to the Service Provider's rights in respect of Confidential Information, the Service Provider shall on demand provide the Auditors with all reasonable cooperation and assistance in relation to each audit, including:

24.7.1 all reasonable information requested by the Customer within the scope of the audit;

24.7.2 reasonable access to sites controlled by the Service Provider and to Equipment used in the provision of the Goods and/or Services; and

24.7.3 access to the Staff.

24.8 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause 26, unless the audit reveals a material Default by the Service Provider in which case the Service Provider shall reimburse the Customer for the Customer's reasonable costs incurred in relation to the audit.

25. PREVENTION OF FRAUD

25.1 The Service Provider shall take all reasonable steps, in accordance with Good Industry Practice, to prevent any Fraud by Staff and the Service Provider (including its shareholders, members and directors) in connection with the receipt of monies from the Customer.

25.2 The Service Provider shall notify the Customer immediately if it has reason to suspect that any Fraud has occurred or is occurring or is likely to occur save where complying with this provision would cause the Service Provider or its Staff to commit an offence under the Proceeds of Crime Act 2002 or the Terrorism Act 2000.

25.3 If the Service Provider or its Staff commits any Fraud in relation to this or any other contract with a Contracting Authority or the Customer, the Customer may:

- 25.3.1 terminate the Contract with immediate effect by giving the Service Provider notice in writing; and/or
- 25.3.2 recover in full from the Service Provider and the Service Provider shall on demand indemnify the Customer in full from any loss sustained by the Customer in consequence of any breach of this clause 27 including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Goods and/or Services and any additional expenditure incurred by the Customer throughout the remainder of the Contract Period.

26. TRANSFER AND SUB-CONTRACTING

26.1 The Service Provider shall not assign, novate, Sub-Contract or in any other way dispose of the Contract or any part of it without Approval.

26.2 The Service Provider shall not substitute or remove a Sub-Contractor or appoint an additional Sub-Contractor without the prior written consent of ESPO and the Customer. Notwithstanding any permitted Sub-Contract in accordance with this clause 28, the Service Provider shall remain responsible for all acts and omissions of its Sub-Contractors and the acts and omissions of those employed or engaged by the Sub-Contractors as if they were its own.

27. FORCE MAJEURE

27.1 Neither Party shall be liable to the other Party for any delay in performing, or failure to perform, its obligations under the Contract (other than a payment of money) to the extent that such delay or failure is a result of Force Majeure. Notwithstanding the foregoing, each Party shall use all reasonable endeavours to continue to perform its obligations under the Contract for the duration of such Force Majeure. However, if such Force Majeure prevents either Party from performing its material obligations under the Contract for a period in excess of 6 Months, either Party may terminate the Contract with immediate effect by notice in writing to the other Party.

27.2 Any failure or delay by the Service Provider in performing its obligations under the Contract which results from any failure or delay by an agent, Sub-Contractor or Service Provider shall be regarded as due to Force Majeure only if that agent, Sub-Contractor or Service Provider is itself impeded by Force Majeure from complying with an obligation to the Service Provider.

27.3 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 29.1 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.

27.4 If an event of Force Majeure event affects the Services, the Customer may direct the Service Provider to procure those Goods and/or Services from a third party Service Provider in which case the Service Provider will be liable for payment for the provision of those Goods and/or Services for as long as the delay in performance continues.

27.5 The Service Provider will not have the right to any payment from the Customer under this Contract where the Service Provider is unable to provide the Goods and/or Services because of an event of Force Majeure. However if the Customer directs the Service Provider to use a replacement Service Provider pursuant to sub-clause 29.4, then the Customer will pay the Service Provider (a) the Contract Price; and (b) the difference between the Contract Price and the new Service Provider's costs if, in respect of the Goods and/or Services that are subject to Force Majeure, the new Service Provider's costs are greater than the Contract Price.

28. WAIVER

28.1 The failure of either Party to insist upon strict performance of any provision of the Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Contract.

28.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with clause 38 (Notices).

28.3 A waiver by either Party of any right or remedy arising from a breach of the Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.

29. CUMULATIVE REMEDIES

Except as otherwise expressly provided by the Contract, all remedies available to either Party for breach of the Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

30. FURTHER ASSURANCES

Each Party undertakes at the request of the other, and at the cost of the requesting party to do all acts and execute all documents which may be necessary to give effect to the meaning of this Contract.

31. VARIATION

No variation of this agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

32. SEVERABILITY

32.1 If any provision of the Contract is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if the Contract had been executed with the invalid, illegal or unenforceable provision eliminated.

32.2 In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the Contract, the Customer and the Service Provider shall immediately commence good faith negotiations to remedy such invalidity.

33. MISTAKES IN INFORMATION

35.1 The Service Provider shall be responsible for the accuracy of all drawings, documentation and information supplied to the Customer by the Service Provider in connection with the supply of the Goods and/or Services and shall pay the Customer any extra costs occasioned by any discrepancies, errors or omissions therein, except where such mistakes are the fault of the Customer.

34. SERVICE PROVIDER'S STATUS

36.1 At all times during the Contract Period the Service Provider shall be an independent contractor and nothing in the Contract shall create a contract of employment, a relationship of agency or partnership or a joint venture between the Parties and, accordingly, neither Party shall be authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the terms of the Contract.

35. CONFLICTS OF INTEREST

35.1 The Service Provider shall take appropriate steps to ensure that neither the Service Provider nor any Staff are placed in a position where (in the reasonable opinion of the Customer), there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Service Provider or Staff and the duties owed to the Customer under the provisions of the Contract.

35.2 The Service Provider shall promptly notify the Customer (and provide full particulars to the Customer) if any conflict referred to in clause 37.1 above arises or is reasonably foreseeable.

35.3 The Customer reserves the right to terminate the Contract immediately by giving notice in writing to the Service Provider and/or to take such other steps it deems necessary where, in the reasonable opinion of the Customer, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Service Provider and the duties owed to the Customer under the provisions of the Contract. The actions of the Customer pursuant to this clause shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the either party.

35.4 This clause shall apply during the Contract Period and for a period of two (2) Years after expiry of the Contract Period.

36. ENTIRE AGREEMENT

36.1 This Contract constitutes the entire agreement and understanding between the Parties in respect of the matters dealt with in it and supersedes, cancels or nullifies any previous agreement between the Parties in relation to such matters.

36.2 Each of the Parties acknowledges and agrees that in entering into the Contract it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in the Contract.

36.3 The Service Provider acknowledges that it has:

36.3.1 entered into the Contract in reliance on its own due diligence alone; and

36.3.2 received sufficient information required by it in order to determine whether it is able to provide the Goods and/or Services in accordance with the terms of the Contract.

36.4 Nothing in clauses 38.1 and 38.2 shall operate to exclude Fraud or fraudulent misrepresentation.

36.5 The Contract may be executed in counterparts each of which when executed and delivered shall constitute an original but all counterparts together shall constitute one and the same instrument.

37. THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

37.1 A person who is not a Party to the Contract except ESPO or, as appropriate, the Trading Company in relation to its right to claim retrospective rebate from the Service Provider under the payment clause has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties, but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

37.2 No consent of any third party is necessary for any rescission, variation (including any release or compromise in whole or in part of liability) or termination of this Contract or any one or more clauses of it.

38. NOTICES

38.1 Except as otherwise expressly provided within the Contract, no notice or other communication from one Party to the other shall have any validity under the Contract unless made in writing by or on behalf of the Party sending the communication.

38.2 Any notice or other communication which is to be given by either Party to the other shall be given by letter (sent by hand, post, registered post or by the recorded delivery service), or by electronic mail (confirmed by letter). Such letters shall be addressed to the other Party in the manner referred to in clause 38.3. Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given two (2) Working Days after the day on which the letter was posted, or four (4) hours, in the case of electronic mail or sooner where the other Party acknowledges receipt of such letters, facsimile transmission or item of electronic mail.

38.3 For the purposes of clause 40.2, the address, email address of each Party shall be the address and email address set out in the Master Contract Schedule and/or any other Contract Document.

38.4 Either Party may change its address for service by serving a notice in accordance with this clause.

39. LEGISLATIVE CHANGE & LOCAL GOVERNMENT REORGANISATION

41.1 The Service Provider shall neither be relieved of its obligations under this Contract nor be entitled to an increase in the Contract Price as the result of a general change in law.

41.2 The Parties acknowledge that during the Term of this Contract the local government structure in the Customer's administrative areas may be subject to change. These administrative changes may give rise to the need for the Customer to terminate this Contract and/or seek its potential variation with any successor or assignee of the Customer. The Customer shall not be liable for any loss of any kind including, but not limited to, lost opportunity that may arise as a consequence of local government reorganisation.

40. DISPUTES AND LAW

40.1 Governing Law and Jurisdiction

The Contract shall be governed by and interpreted in accordance with the laws of England and Wales and the Parties agree to submit to the exclusive jurisdiction of the English courts any dispute that arises in connection with the Contract.

40.2 Dispute Resolution

40.2.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract within twenty (20) Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to the level of the Customer's Representative and the Service Provider's Representative.

40.2.2 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim order

restraining the other Party from doing any act or compelling the other Party to do any act.

- 40.2.3 If the dispute cannot be resolved by the Parties pursuant to clause 42.2.1 the Parties shall refer it to mediation pursuant to the procedure set out in clause 42.2.5 unless:
- 40.2.3.1 the Customer considers that the dispute is not suitable for resolution by mediation; or
- 40.2.3.2 the Service Provider does not agree to mediation.
- 40.2.4 The obligations of the Parties under the Contract shall not be suspended, cease or be delayed by the reference of a dispute to mediation and the Service Provider and the Staff shall comply fully with the requirements of the Contract at all times.
- 40.2.5 The procedure for mediation is as follows:
- 40.2.5.1 a neutral adviser or mediator ("**the Mediator**") shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within ten (10) Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within ten (10) Working Days from the date of the proposal to appoint a Mediator or within ten (10) Working Days of notice to either Party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution ("**CEDR**") to appoint a Mediator;
- 40.2.5.2 the Parties shall within 10 Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the Parties may at any stage seek assistance from the mediation provider appointed by CEDR to provide guidance on a suitable procedure;
- 40.2.5.3 unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings;
- 40.2.5.4 if the Parties reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall

Guidance contained in this document is intended for use by ESPO employees however it is made available to ESPO customers. ESAdvice as to the content and drafting of this document.

be binding on the Parties once it is signed by their duly authorised representatives;

40.2.5.5 failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both Parties; and

40.2.5.6 if the Parties fail to reach agreement in the structured negotiations within sixty (60) Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the courts.

Guidance contained in this document is intended for use by ESPO employees however it is made available to ESPO customers. ESAdvice as to the content and drafting of this document.

SCHEDULE 1

SERVICE LEVELS AND SERVICE CREDITS (where appropriate)

1. SCOPE

This schedule 1 sets out the Service Levels which the Service Provider is required to achieve when delivering the Services, the mechanism by which Service Failures will be managed and the method by which the Service Provider's performance of the Services by the Service Provider will be monitored. This schedule comprises:

Part A: Service Levels;

Appendix to Part A - Service Levels and Service Credits; and

Part B: Performance Monitoring.

PART A

SERVICE LEVELS

2. PRINCIPAL POINTS

2.1 The objectives of the Service Levels and Service Credits are to:

- 2.1.1 ensure that the Services are of a consistently high quality and meet the requirements of the Customer;
- 2.1.2 provide a mechanism whereby the Customer can attain meaningful recognition of inconvenience and/or loss resulting from the Service Provider's failure to deliver the level of Service for which it has contracted to deliver; and
- 2.1.3 incentivise the Service Provider to meet the Service Levels and to remedy any failure to meet the Service Levels expeditiously.

3. SERVICE LEVELS

- 3.1 The Appendix to this Part A of this schedule sets out Service Levels the performance of which the Parties have agreed to measure.
- 3.2 The Service Provider shall monitor its performance of each of the Services referred to in Appendix A by reference to the Service Level(s) for that part of the Service and shall send the Customer a report detailing the level of service which was achieved in accordance with the provisions of part B of this schedule 1.

3.3 If the level of performance of the Service Provider of any element of the Services during Contract Period:

Guidance contained in this document is intended for use by ESPO employees however it is made available to ESPO customers. ESadvice as to the content and drafting of this document.

- 3.3.1 fails to achieve a Service Level in respect of each element of the Service, then the Customer shall make a deduction from the Contract Charges in accordance with Appendix A to this schedule 1; or
- 3.3.2 constitutes a Critical Service Failure, the Customer shall be entitled to terminate this Contract pursuant to clause 19.3

APPENDIX TO PART A

SERVICE LEVELS AND SEVERITY LEVELS

		Level achieved			
Service Level		60-70%	71-90%	91-95%	96-100%
1.					
2.					
3.					
4.					

The Service Credits shall be calculated on the basis of the following formula and worked example:

Formula - $100\% - \% \text{ of Service Level achieved} = x\%$ of the Contract Charges to be deducted from the next invoice payable by the Customer.

Worked example - 100% (e.g. Service = Level requirement for data accuracy) - 25% of the Contract Charges to be deducted from the next invoice payable by the Customer
75% (e.g. accuracy of data)

PART B

PERFORMANCE MONITORING

1. PRINCIPAL POINTS

- 1.1 This Part B provides the methodology for monitoring the Services:
 - 1.1.1 to ensure that the Service Provider is complying with the Service Levels; and
 - 1.1.2 for identifying any failures to achieve Service Levels in the

performance of the Service Provider and/or delivery of the Services ("**Performance Monitoring System**").

- 1.2 Within 20 Working Days of the Commencement Date the Service Provider shall provide the Customer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.

2. REPORTING OF SERVICE FAILURES

- 2.1 The Customer shall report all failures to achieve Service Levels and any Critical Service Failure to the Customer in accordance with the processes agreed in paragraph 1.2 above.

3. PERFORMANCE MONITORING AND PERFORMANCE REVIEW

- 3.1 The Service Provider shall provide the Customer with reports in accordance with the process and timescales agreed pursuant to paragraph 1.2 above which shall contain, as a minimum, the following information in respect of the relevant period just ended:
 - 3.1.1 for each Service Level, the actual performance achieved over the Service Level for the relevant period;
 - 3.1.2 a summary of all failures to achieve Service Levels that occurred during that period;
 - 3.1.3 any Critical Service Failures and details in relation thereto;
 - 3.1.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 3.1.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
 - 3.1.6 such other details as the Customer may reasonably require from time to time.
- 3.2 The Parties shall attend meetings to discuss Service Level reports ("Performance Review Meetings") on a monthly basis (unless otherwise agreed). The Performance Review Meetings will be the forum for the review by the Service Provider and the Customer of the Performance Monitoring Reports. The Performance Review Meetings shall (unless otherwise agreed):
 - 3.2.1 take place within one (1) week of the reports being issued by the Service Provider;

- 3.2.2 take place at such location and time (within Normal Business Hours) as the Customer shall reasonably require unless otherwise agreed in advance;
 - 3.2.3 be attended by the Service Provider's Representative and the Customer's Representative; and
 - 3.2.4 be fully minuted by the Service Provider. The prepared minutes will be circulated by the Service Provider to all attendees at the relevant meeting and also to the Customer's representative and any other recipients agreed at the relevant meeting. The minutes of the preceding month's Performance Review Meeting will be agreed and signed by both the Service Provider's representative and the Customer's Representative at each meeting.
- 3.3 The Customer shall be entitled to raise any additional questions and/or request any further information regarding any failure to achieve Service Levels.
 - 3.4 The Service Provider shall provide to the Customer such supporting documentation as the Customer may reasonably require in order to verify the level of the performance by the Service Provider and the calculations of the amount of Service Credits for any specified period.

4. SATISFACTION SURVEYS

- 4.1 In order to assess the level of performance of the Service Provider, the Customer may undertake satisfaction surveys in respect of the Service Provider's provision of the Services.
- 4.2 The Customer shall be entitled to notify the Service Provider of any aspects of their performance of the Services which the responses to the satisfaction surveys reasonably suggest are not in accordance with the Contract.
- 4.3 All other suggestions for improvements to the Services shall be dealt with as part of the continuous improvement programme pursuant to paragraph 3 of schedule 6 of the Framework Agreement.

SCHEDULE 2

IMPLEMENTATION PLAN AND MILESTONES

1. IMPLEMENTATION PLAN

- 1.1 The Service Provider shall supply the Goods and/or Services in accordance with the Implementation Plan that it submitted to the Customer prior to the Commencement Date which shall be incorporated into the Master Contract Schedule and/or any other Contract Document.
- 1.2 If so required by the Customer, the Service Provider shall produce a further version of the Implementation Plan (based on the plan specified in the Master Contract Schedule or any other Contract Document) in such further detail as the Customer may reasonably require. The Service Provider shall ensure that each version of the Implementation Plan is subject to Approval. The Service Provider shall ensure that the Implementation Plan is maintained and updated on a regular basis as may be necessary to reflect the then current state of the implementation of the Services and/or provision of the Goods.
- 1.3 The Customer shall have the right to require the Service Provider to include any reasonable changes or provisions in each version of the Implementation Plan.

2. MILESTONES

- 2.1 The Service Provider shall perform its obligations so as to meet each Milestone by the Milestone Date.
- 2.2 Changes to the Milestones shall only be made in accordance with the Variation Procedure and provided that the Service Provider shall not attempt to postpone any of the Milestones using the Variation Procedure or otherwise (except in the event of a Customer Default which affects the Service Provider's ability to achieve a Milestone by the relevant Milestone Date).
- 2.3 If a Milestone has not been achieved by the relevant Milestone Date, the Service Provider shall pay to the Customer Delay Payments in accordance with the table above for each day of delay from and including the relevant Milestone Date until and including the date on which the relevant Milestone criteria are actually achieved and the Customer provides the Service Provider with confirmation in writing of its satisfaction that the Milestone has been met.
- 2.4 No payment or concession to the Service Provider by the Customer or other act or omission of the Customer shall in any way affect the rights of the Customer to recover the Delay Payments pursuant to the provisions of this Schedule or be deemed to be a waiver of the right of the Customer to recover any such damages unless such waiver has been signed by the Customer, expressly made

in writing by the Customer and refers specifically to a waiver of the Customer's rights to claim Delay Payments.

2.5 The Customer's rights to claim Delay Payments pursuant to this Contract shall be without prejudice to any right of the Customer to claim damages for breach.

No part of this document may be reproduced, stored in a retrieval system or transmitted in any form or by any means without the permission of ESPO

Guidance contained in this document is intended for use by ESPO employees however it is made available to ESPO customers. ESPO customers must seek their own legal advice as to the content and drafting of this document.