



DATED 18/7/2025

**CONTRACT FOR THE PROVISION OF
PALACE THEATRE REFURBISHMENT 2025**

between

Newark and Sherwood District Council

And

Bell Group Ltd

CONTENTS

CLAUSE

1. Definitions and Interpretation	4
2. Term	11
3. Extending the initial term	11
4. Due diligence and Supplier's warranty	11
5. Supply of services	12
6. KPIs	13
7. Service standards	13
8. Compliance	13
9. NSDC's Premises	15
10. Payment	15
11. Interest	17
12. Key personnel	18
13. Other personnel used to provide the services	19
14. TUPE	19
15. Reporting and meetings	20
16. Monitoring	20
17. Change control and continuous improvement	20
18. Dispute resolution	21
19. Sub-Contracting and assignment	22
20. Indemnities	22
21. Limitation of liability	23
22. Insurance	24
23. Freedom of information	25
24. Data protection	26
25. Confidentiality	28

26.	Audit	29
27.	Intellectual property	31
28.	Termination for breach	31
29.	Force majeure	32
30.	Prevention of bribery	33
31.	Consequences of termination	34
32.	Whistleblowing	35
33.	Waiver	35
34.	Rights and remedies.....	35
35.	Severability	35
36.	Partnership or agency	35
37.	Third party rights	36
38.	Publicity.....	36
39.	Notices	36
40.	Entire agreement.....	37
41.	Counterparts	37
42.	Governing law	37
43.	Jurisdiction	37

SCHEDULE

Schedule 1	Specification.....	39
Schedule 2	Performance regime.....	39
Schedule 3	Supplier's Tender	40
Schedule 4	Charges and payment	42
Schedule 5	Contract management.....	43
Schedule 6	Change control.....	44
Schedule 7	Commercially sensitive information	46
Schedule 8	Data processing	47

This agreement is dated

Parties

- (1) Newark and Sherwood District Council Limited of Castle House, Great North Road, Newark-on-Trent, Nottinghamshire NG24 1BY (**NSDC**)
- (2) Bell Group Ltd (114142) (**Supplier**)

BACKGROUND

NSDC has, through a competitive process, selected the Supplier to provide these services and the Supplier is willing and able to provide the services in accordance with the terms and conditions of this agreement.

Agreed terms

1. Definitions and Interpretation

- 1.1 The following definitions and rules of interpretation in this clause apply in this agreement.

Associated Company: any holding company from time to time of the Supplier and any subsidiary from time to time of the Supplier, or any subsidiary of any such holding company.

Authorised Representatives: the persons respectively designated as such by NSDC and the Supplier, the first such persons being set out in schedule 5

Best Industry Practice: the standards which fall within the upper quartile in the relevant industry for the provision of comparable services which are substantially similar to the Services or the relevant part of them, having regard to factors such as the nature and size of the parties, the KPIs, the term, the pricing structure and any other relevant factors.

Bribery Act: the Bribery Act 2010 together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

Catastrophic Failure: any action by the Supplier, whether in relation to the Services and this agreement or otherwise, which in the reasonable opinion of NSDC's Authorised Representative has or may cause significant harm to the reputation of NSDC.

Change: any change to this agreement including to any of the Services.

Change Control Note: the written record of a Change agreed or to be agreed by the parties pursuant to the Change Control Procedure.

Change Control Procedure: the procedure for changing this agreement, as set out in Schedule 6.

Charges: the charges which shall become due and payable by NSDC to the Supplier in respect of the Services in accordance with the provisions of this agreement, as such charges are set out in Schedule 4.

Commencement Date: 4/8/2025

Completion date main works September 2025

Works to handrails and lighting by arrangement to be agreed.

Commercially Sensitive Information: the information listed in Schedule 7 comprising the information of a commercially sensitive nature relating to the Supplier, its intellectual property rights or its business or which the Supplier has indicated to NSDC that, if disclosed by NSDC, would cause the Supplier significant commercial disadvantage or material financial loss.

Confidential Information: means all confidential information (however recorded or preserved) disclosed by a party or its Representatives to the other party and that party's Representatives in connection with this agreement, including but not limited to:

- (a) any information that would be regarded as confidential by a reasonable business person relating to: (i) the business, affairs, customers, suppliers or plans of the disclosing party; and (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party;
- (b) any information developed by the parties in the course of carrying out this agreement;
- (c) any Commercially Sensitive Information.

Contract Year: a period of 12 months, commencing on the Commencement Date. With an option to extend the agreement for a further 12 month period.

Controller: as defined in the Data Protection Legislation.

Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications) and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

Data Subject: as defined in the Data Protection Legislation.

Default Notice: is defined in clause 5.2.

Dispute Resolution Procedure: the procedure set out in clause 18.

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

exit day: has the meaning set out in the European Union (Withdrawal) Act 2018.

Extension period: shall have the meaning given to it in clause 3.1.

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

Force Majeure: any circumstance not within a party's reasonable control including, without limitation:

- (a) acts of God, flood, drought, earthquake or other natural disaster;
- (b) epidemic or pandemic;
- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) any law or action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition;
- (f) collapse of buildings, fire, explosion or accident; and
- (g) any labour or trade dispute, strikes, industrial action or lockouts (excluding any labour or trade dispute, strike, industrial action or lockout confined to the Supplier's workforce or the workforce of any Subcontractor of the Supplier).

Health and Safety Policy: the health and safety policy of NSDC as provided to the Supplier on or before the Commencement Date and as subsequently provided to the Supplier from time to time except any provision of any such subsequently provided policy that cannot be reasonably reconciled to ensuring compliance with applicable Law regarding health and safety.

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

Initial Term: the period commencing on the Commencement Date and ending on the anniversary of the Commencement Date.

Insolvency Event: where:

- (a) the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

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

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

KPIs: the key performance indicators set out in Schedule 2.

Key Personnel: those personnel identified Schedule 5 for the roles attributed to such personnel, as modified pursuant to clause 12.

Law: any law, statute, 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, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;

Management Reports: the reports to be prepared and presented by the Supplier in accordance with clause 15 and Schedule 5.

Necessary Consents: all approvals, certificates, authorisations, permissions, licences, permits, regulations and consents necessary from time to time for the performance of the Services.

NSDC's Premises: the premises owned or managed by NSDC or elsewhere where the Services are to be provided by the Supplier.

Personal Data: shall have the same meaning as set out in the Data Protection Legislation.

Processor: as defined in the Data Protection Legislation.

Prohibited Act: the following constitute Prohibited Acts:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by NSDC a financial or other advantage to: (i) induce the person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity;
- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this agreement;
- (c) committing any offence: (i) under the Bribery Act; (ii) under legislation or common law concerning fraudulent acts; or (iii) defrauding, attempting to defraud or conspiring to defraud NSDC;
- (d) any activity, practice or conduct which would constitute one of the offences listed under (a) to (c), if such activity, practice or conduct had been carried out in the UK.

Relevant Requirements: all applicable law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010.

Relevant Transfer: a relevant transfer for the purposes of TUPE.

Remediation Notice: a notice served by NSDC in accordance with clause 28.1(a).

Replacement Services: any services that are identical or substantially similar to any of the Services and which NSDC receives in substitution for any of the Services following

the termination or expiry of this agreement, whether those services are provided by NSDC internally or by any Replacement Supplier.

Replacement Supplier: any third party supplier of Replacement Services appointed by NSDC from time to time.

Representatives: means, in relation to a party, its employees, officers, representatives and advisors.

Request for Information: a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the EIRs.

Services: the services to be delivered by or on behalf of the Supplier under this agreement, as more particularly described in Schedule 1.

Supplier Party: the Supplier's agents and contractors, including each Sub-Contractor.

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

Supplier's Tender: the tender submitted by the Supplier and other associated documentation set out in Schedule 3.

Sub-Contract: any contract between the Supplier and a third party pursuant to which the Supplier agrees to source the provision of any of the Services from that third party.

Sub-Contractor: the contractors or suppliers that enter into a Sub-Contract with the Supplier.

Term: the period of the Initial Term as may be varied by:

- (a) any Extension Period; or
- (b) the earlier termination of this agreement in accordance with its terms.

Termination Date: the date of expiry or termination of this agreement.

TUPE: the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246).

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679), the Data Protection Act 2018, the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

Working Day: Monday to Friday, excluding any public holidays in England and Wales.

Working Hours: the period from 9.00 am to 5.00pm on any Working Day.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.

- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement and any reference to this agreement includes the schedules.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and includes any subordinate legislation for the time being in force made under it.
- 1.9 Unless the context otherwise requires, any reference to European Union law that is directly applicable or directly effective in the UK at any time is a reference to it as it applies in England and Wales from time to time including as retained, amended, extended or re-enacted on or after exit day.
- 1.10 A reference to **writing** or **written** excludes e-mail and fax.
- 1.11 Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.12 A reference in this agreement to any other agreement or a document is a reference to such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.
- 1.13 References to clauses and schedules are to the clauses and schedules of this agreement and references to paragraphs are to paragraphs of the relevant schedule.
- 1.14 If there is any conflict or inconsistency between the provisions in the main body of this agreement and the schedules, such conflict or inconsistency shall be resolved according to the following order of priority:
- (a) the clauses of the agreement;
 - (b) Schedule 1 to this agreement;

- (c) the remaining schedules to this agreement other than Schedule 3;
- (d) Schedule 3 to this agreement.

Commencement and duration

2. Term

- 2.1 This agreement shall take effect on the Commencement Date and shall continue for the Term.

3. Extending the initial term

- 3.1 NSDC may extend this agreement beyond the Initial Term by a further period or periods of up to one year (each such extension together with any such extensions, being the "**Extension Period**"). If NSDC wishes to extend this agreement, it shall give the Supplier at least one months' written notice of such intention before the expiry of the Initial Term or Extension Period.
- 3.2 If NSDC gives such notice then the Term shall be extended by the period set out in the notice.
- 3.3 If NSDC does not wish to extend this agreement beyond the Initial Term this agreement shall expire on the expiry of the Initial Term and the provisions of clause 31 shall apply.

4. Due diligence and Supplier's warranty

- 4.1 The Supplier acknowledges and confirms that:
 - (a) NSDC has delivered or made available to the Supplier all of the information and documents that the Supplier considers necessary or relevant for the performance of its obligations under this agreement;
 - (b) it has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied or made available to it by or on behalf of NSDC pursuant to clause 4.1(a);
 - (c) it has satisfied itself (whether by inspection or having raised all relevant due diligence questions with NSDC before the Commencement Date) of all relevant details relating to the performance of its obligations under this agreement (including without limitation the suitability of NSDC Premises); and

- (d) it has entered into this agreement in reliance on its own due diligence.
- 4.2 Save as provided in this agreement, no representations, warranties or conditions are given or assumed by NSDC in respect of any information which is provided to the Supplier by NSDC and any such representations, warranties or conditions are excluded, save to the extent that such exclusion is prohibited by law.
- 4.3 The Supplier:
 - (a) warrants and represents that all information and statements made by the Supplier as a part of the procurement process, including without limitation the Supplier's Tender or response to any pre-qualification questionnaire (if applicable), remains true, accurate and not misleading, save as may have been specifically disclosed in writing to NSDC prior to execution of the agreement; and
 - (b) shall promptly notify NSDC in writing if it becomes aware during the performance of this agreement of any inaccuracies in any information provided to it by NSDC during such due diligence which materially and adversely affects its ability to perform the Services or meet any Target KPIs.
- 4.4 The Supplier shall not be entitled to recover any additional costs from NSDC which arise from, or be relieved from any of its obligations as a result of, any matters or inaccuracies notified to NSDC by the Supplier in accordance with clause 4.3(b), save where such additional costs or adverse effect on performance have been caused by the Supplier having been provided with fundamentally misleading information by or on behalf of NSDC and the Supplier could not reasonably have known that the information was incorrect or misleading at the time such information was provided. If this exception applies, the Supplier shall be entitled to recover such reasonable additional costs from NSDC or shall be relieved from performance of certain obligations as shall be determined by the Change Control Procedure.
- 4.5 Nothing in this clause 4 shall limit or exclude the liability of NSDC for fraud or fraudulent misrepresentation.

The services

5. Supply of services

- 5.1 The Supplier shall provide the Services to NSDC with effect from the Commencement Date and for the duration of this agreement in accordance with the provisions of this agreement, including without limitation Schedule 1 and Schedule 2.

- 5.2 In the event that the Supplier does not comply with the provisions of clause 5.1 in any way, NSDC may serve the Supplier with a notice in writing setting out the details of the Supplier's default (a **Default Notice**).
- 5.3 Should NSDC serve the Supplier with three or more Default Notices in any one calendar month, this shall constitute a **Consistent Failure** for the purposes of clause 28(1)(b)

6. KPIs

- 6.1 Where any Service is stated in Schedule 2 to be subject to a specific KPI, the Supplier shall provide that Service in such a manner as will ensure that the Achieved KPI in respect of that Service is equal to or higher than the corresponding Target KPI to such specific KPI.
- 6.2 If the existing Services are varied or new Services are added, Target KPIs for the same will be determined and included within Schedule 2.
- 6.3 The Supplier shall provide records of and Management Reports summarising the performance against the Target KPIs as provided for in clause 15.

7. Service standards

Without prejudice to clause 6, the Supplier shall provide the Services, or procure that they are provided:

- (a) with reasonable skill and care and in accordance with Best Industry Practice;
- (b) in all respects in accordance with NSDC's policies set out in Schedule 1; and
- (c) in accordance with all applicable Law.

8. Compliance

- 8.1 The Supplier shall ensure that all Necessary Consents are in place to provide the Services and NSDC shall not (unless otherwise agreed in writing) incur any additional costs associated with obtaining, maintaining or complying with the same.
- 8.2 Where there is any conflict or inconsistency between the provisions of this agreement and the requirements of a Necessary Consent, then the latter shall prevail, provided that the Supplier has made all reasonable attempts to obtain a Necessary Consent in line with the requirements of the Services and the Supplier has notified NSDC in writing.

- 8.3 The Supplier shall (and shall procure that the Supplier's Personnel shall) perform its obligations under this agreement (including those in relation to the Services) in accordance with:
- (a) all applicable Law regarding health and safety; and
 - (b) the Health and Safety Policy whilst at NSDC Premises.
- 8.4 Each Party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards at NSDC Premises of which it becomes aware and which relate to or arise in connection with the performance of this agreement. The Supplier shall instruct the Supplier's Personnel to adopt any necessary associated safety measures in order to manage any such material health and safety hazards.
- 8.5 Without limiting the general obligation set out in clause 7, the Supplier shall (and shall procure that the Supplier's Personnel shall):
- (a) perform its obligations under this agreement (including those in relation to the Services) in accordance with:
 - (i) all applicable equality law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise);
 - (ii) NSDC's equality and diversity policy as provided to the Supplier from time to time;
 - (iii) any other requirements and instructions which NSDC reasonably imposes in connection with any equality obligations imposed on NSDC at any time under applicable equality law.
 - (b) take all necessary steps, and inform NSDC of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation); and
 - (c) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this agreement. The Supplier shall also undertake, or refrain from undertaking, such acts as NSDC requests so as to enable NSDC to comply with its obligations under the Human Rights Act 1998.
- 8.6 In performing its obligation under the agreement the Supplier shall:
- (a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations from time to time in force including the Modern Slavery Act 2015;
 - (b) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK; and

- (c) include in its contracts with its subcontractors and suppliers anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause 8.6.

9. NSDC's Premises

- 9.1 NSDC shall, subject to clause 8 and clause 13, provide the Supplier (and its Sub-Contractors) with access to such parts of NSDC's Premises as the Supplier reasonably requires for the purposes only of providing the Services. The Supplier's right of access will terminate upon termination of this agreement, subject to clause 9.2.
- 9.2 Subject to the requirements of clause 31, in the event of the expiry or termination of the agreement, NSDC shall on reasonable notice provide the Supplier with such access as the Supplier reasonably requires to NSDC's Premises to remove any of the Supplier's equipment. All such equipment shall be promptly removed by the Supplier. Should the Supplier fail to remove such equipment within a reasonable time frame, NSDC shall be at liberty to dispose of the same.
- 9.3 The Supplier shall ensure that:
 - (a) where using NSDC's Premises they are kept properly secure and it will comply and cooperate with NSDC's security requirements from time to time regarding the security of the same; and
 - (b) only those of the Supplier's Personnel that are duly authorised to enter upon NSDC's Premises for the purposes of providing the Services, do so.
- 9.4 The Supplier shall notify NSDC immediately on becoming aware of any damage caused by the Supplier, its agents, employees or Sub-Contractors to any property of NSDC, to any of NSDC's Premises or to any property of any other recipient of the Services in the course of providing the Services.
- 9.5 The Supplier shall indemnify the Authority against all and any damage to NSDC's Premises caused by the same.

Charges and payment

10. Payment

- 10.1 In consideration of the provision of the Services by the Supplier in accordance with the terms and conditions of this agreement, NSDC shall pay the Charges to the Supplier in accordance with Schedule 4. Valuations will be provided monthly, the first valuation 30 days from start on site and every 30 days thereafter. Payment within 21 days of agreed valuation.

- 10.2 Unless otherwise stated in 0, the Charges:
- (a) shall remain fixed during the Term; and
 - (b) is the entire price payable by NSDC to the Supplier in respect of the Services and includes, without limitation, any royalties, licence fees, supplies and all consumables used by the Supplier, travel costs, accommodation expenses and the cost of Supplier's Personnel.
- 10.3 The Supplier shall invoice NSDC for payment of the Charges at the time the Charges are expressed to be payable in accordance with Schedule 4. All invoices shall be directed to NSDC's Authorised Representative and shall contain such information as NSDC may inform the Supplier from time to time.
- 10.4 Where the Supplier submits an invoice to NSDC in accordance with clause 10.3, NSDC will consider and verify that invoice within seven days.
- 10.5 NSDC shall pay the Supplier any sums due under such an invoice no later than a period of thirty days from the date on which NSDC has determined that the invoice is valid and undisputed.
- 10.6 Where NSDC fails to comply with clause 10.4 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 10.5 seven days after the date on which it is received by NSDC.
- 10.7 Where the Supplier enters into a Sub-Contract, the Supplier shall include in that Sub-Contract:
- (a) provisions having the same effect as clause 10.4 to clause 10.6 of this agreement; and
 - (b) a provision requiring the counterparty to that Sub-Contract to include in any Sub-Contract which it awards provisions having the same effect as clause 10.4 to clause 10.6 of this agreement.

In this clause 10.7, "Sub-Contract" means a contract between two or more suppliers, at any stage of remoteness from NSDC in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this agreement.

- 10.8 Where any party disputes any sum to be paid by it then a payment equal to the sum not in dispute shall be paid and the dispute as to the sum that remains unpaid shall be determined in accordance with clause 18. Provided that the sum has been disputed in good faith, interest due on any sums in dispute shall not accrue until the earlier of thirty days after resolution of the dispute between the parties.

- 10.9 Subject to clause 10.8, interest shall be payable on the late payment of any undisputed Charges properly invoiced under this agreement in accordance with clause 11. The Supplier shall not suspend the supply of the Services if any payment is overdue.
- 10.10 The Charges are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by NSDC following delivery of a valid VAT invoice. The Supplier shall indemnify NSDC against any liability (including any interest, penalties or costs incurred) which is levied, demanded or assessed on NSDC at any time in respect of the Supplier's failure to account for, or to pay, any VAT relating to payments made to the Supplier under this agreement.
- 10.11 The Supplier shall maintain complete and accurate records of, and supporting documentation for, all amounts which may be chargeable to NSDC pursuant to this agreement. Such records shall be retained for inspection by NSDC for six years from the end of the Contract Year to which the records relate.
- 10.12 NSDC may retain or set off any sums owed to it by the Supplier which have fallen due and payable against any sums due to the Supplier under this agreement or any other agreement pursuant to which the Supplier or any Associated Company of the Supplier provides goods or services to NSDC.
- 10.13 If NSDC wishes to set off any amount owed by the Supplier to NSDC against any amount due to the Supplier pursuant to clause 10.12 it shall give notice to the Supplier within 21 days of receipt of the relevant invoice, setting out NSDC's reasons for withholding or retaining the relevant Charges.
- 10.14 The Supplier shall make any payments due to NSDC without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise, unless the Supplier has a valid court order requiring an amount equal to such deduction to be paid by NSDC to the Supplier.

11. Interest

- 11.1 Each party shall pay interest on any sum due under this agreement, calculated as follows:
- (a) Rate. 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
 - (b) Period. From when the overdue sum became due, until it is paid.

Staff

12. Key personnel

- 12.1 Each party shall appoint the persons named as such in Schedule 5 as the individuals who shall be responsible for the matters allocated to such Key Personnel. The Key Personnel shall be those people who are identified by each party as being key to the success of the implementation and/or operation of the Services and who shall be retained on the implementation and/or operation of the Services for such time as a person is required to perform the role which has been allocated to the applicable Key Personnel. The Key Personnel shall have the authority to act on behalf of their respective party on the matters for which they are expressed to be responsible.
- 12.2 The Supplier shall not remove or replace any of the Key Personnel unless:
- (a) requested to do so by NSDC;
 - (b) the person is on long-term sick leave or maternity or paternity leave;
 - (c) the element of the Services in respect of which the individual was engaged has been completed to NSDC's satisfaction;
 - (d) the person resigns from their employment with the Supplier; or
 - (e) the Supplier obtains the prior written consent of NSDC.
- 12.3 The Supplier shall inform NSDC of the identity and background of any replacements for any of the Key Personnel as soon as a suitable replacement has been identified. NSDC may object to any such proposed appointment within five Working Days of being informed of or meeting any such replacement if, in its reasonable opinion, it considers the proposed replacement to be unsuitable for any reason.
- 12.4 Each party shall ensure that the role of each of its Key Personnel is not vacant (in terms of a permanent representative) for more than thirty days. Any replacement shall be as, or more, qualified and experienced as the previous incumbent and fully competent to carry out the tasks assigned to the Key Personnel whom they have replaced. A temporary replacement shall be identified with immediate effect from the Supplier or NSDC becoming aware of the role becoming vacant.
- 12.5 NSDC may require the Supplier to remove, or procure the removal of, any of its Key Personnel whom it considers, in its reasonable opinion, to be unsatisfactory for any reason which has a material impact on such person's responsibilities.
- 12.6 If the Supplier replaces the Key Personnel as a consequence of this clause 12, the cost of effecting such replacement shall be borne by the Supplier.

13. Other personnel used to provide the services

13.1 At all times, the Supplier shall ensure that:

- (a) each of the Supplier's Personnel is suitably qualified, adequately trained and capable of providing the applicable Services in respect of which they are engaged;
- (b) there is an adequate number of Supplier's Personnel to provide the Services properly;
- (c) only those people who are authorised by the Supplier (under the authorisation procedure to be agreed between the parties) are involved in providing the Services; and
- (d) all of the Supplier's Personnel comply with all of NSDC's policies including those that apply to persons who are allowed access to the applicable NSDC's Premises.

13.2 NSDC may refuse to grant access to, and remove, any of the Supplier's Personnel who do not comply with any such policies, or if they otherwise present a security threat.

13.3 The Supplier shall replace any of the Supplier's Personnel who NSDC reasonably decides have failed to carry out their duties with reasonable skill and care. Following the removal of any of the Supplier's Personnel for any reason, the Supplier shall ensure such person is replaced promptly with another person with the necessary training and skills to meet the requirements of the Services.

13.4 The Supplier shall maintain up-to-date personnel records on the Supplier's Personnel engaged in the provision of the Services and shall provide information to NSDC as NSDC reasonably requests on the Supplier's Personnel. The Supplier shall ensure at all times that it has the right to provide these records in compliance with the applicable Data Protection Legislation.

13.5 The Supplier shall use its reasonable endeavours to ensure continuity of personnel and to ensure that the turnover rate of its staff engaged in the provision or management of the Services is at least as good at the prevailing industry norm for similar services, locations and environments.

14. TUPE

14.1 In the event of expiry or termination of this agreement or whenever reasonably requested by NSDC in preparation for tendering arrangements the Supplier will provide NSDC with such assistance as NSDC may require and at no cost to NSDC any information NSDC may reasonably request (whether on its own behalf or on behalf of any potential or confirmed Replacement Supplier) in relation to any employee, worker

(including voluntary and unpaid workers), contractor (including sub-contractors), servant, agent or representative of the Supplier or any other person who may reasonably be considered to be carrying out duties of an employment nature for the Supplier, including but not limited to, providing liability information concerning any such person as required pursuant to Regulation 11 of TUPE.

- 14.2 The Supplier authorises NSDC to pass any information supplied to any Replacement Supplier or potential Replacement Supplier and the Supplier will secure all necessary consents from all relevant persons referred to in clause 14.1 for these purposes.
- 14.3 The Supplier will keep NSDC and any Replacement Supplier indemnified in full against all liabilities arising directly or indirectly in connection with any breach of this clause 14 or inaccuracies in or omissions from such information provided.

Contract management

15. Reporting and meetings

- 15.1 The Supplier shall provide the Management Reports in the form and at the intervals set out in Schedule 5.
- 15.2 The Authorised Representatives and relevant Key Personnel shall meet in accordance with the details set out in Schedule 5 and the Supplier shall, at each meeting, present its previously circulated Management Reports in the format set out in that Schedule.

16. Monitoring

- 16.1 NSDC may monitor the performance of the Services by the Supplier.
- 16.2 The Supplier shall co-operate, and shall procure that its Sub-Contractors co-operate, with NSDC in carrying out the monitoring referred to in clause 16.1 at no additional charge to NSDC.

17. Change control and continuous improvement

- 17.1 Any requirement for a Change shall be subject to the Change Control Procedure.
- 17.2 The Supplier shall have an ongoing obligation throughout the Term to identify new or potential improvements to the Services. As part of this obligation the Supplier shall identify and report to NSDC's Authorised Representative quarterly in the first Contract Year and once every six months for the remainder of the Term on:
 - (a) the emergence of new and evolving relevant technologies which could improve the Services;

- (b) new or potential improvements to the Services including the quality, responsiveness, procedures, benchmarking methods, performance mechanisms and customer support services in relation to the Services;
- (c) new or potential improvements to the interfaces or integration of the Services with other services provided by third parties or NSDC which might result in efficiency or productivity gains or in reduction of operational risk; and
- (d) changes in ways of working that would enable the Services to be delivered at lower costs and/or bring greater benefits to NSDC.

17.3 Any potential Changes highlighted as a result of the Supplier's reporting in accordance with clause 17.2 shall be addressed by the parties using the Change Control Procedure.

18. **Dispute resolution**

18.1 If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it (**Dispute**) then the parties shall follow the procedure set out in this clause:

- (a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, the Authorised Representatives shall attempt in good faith to resolve the Dispute;
- (b) if the Authorised Representatives are for any reason unable to resolve the Dispute within thirty days of service of the Dispute Notice, the Dispute shall be referred to the parties' Chief Executives (or equivalent) who shall attempt in good faith to resolve it; and
- (c) if the parties' Chief Executives (or equivalent) are for any reason unable to resolve the Dispute within thirty days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a party must serve notice in writing (ADR notice) to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR Solve. The mediation will start not later than 14 days after the date of the ADR notice.

18.2 The commencement of mediation shall not prevent the parties commencing or continuing court proceedings in relation to the Dispute under clause 42 which clause shall apply at all times.

19. Sub-Contracting and assignment

- 19.1 The Supplier shall not assign, novate, or otherwise dispose of any or all of its rights and obligations under this agreement without the prior written consent of NSDC, neither may the Supplier sub-contract the whole or any part of its obligations under this agreement except with the express prior written consent of NSDC.
- 19.2 In the event that the Supplier enters into any Sub-Contract in connection with this agreement it shall:
- (a) remain responsible to NSDC for the performance of its obligations under the agreement notwithstanding the appointment of any Sub-Contractor and be responsible for the acts omissions and neglects of its Sub-Contractors;
 - (b) impose obligations on its Sub-Contractor in the same terms as those imposed on it pursuant to this agreement and shall procure that the Sub-Contractor complies with such terms; and
 - (c) provide a copy, at no charge to NSDC, of any such Sub-Contract on receipt of a request for such by NSDC's Authorised Representative.
- 19.3 NSDC shall be entitled to novate (and the Supplier shall be deemed to consent to any such novation) the agreement to any other body which substantially performs any of the functions that previously had been performed by NSDC.
- 19.4 Provided that NSDC has given prior written consent, the Supplier shall be entitled to novate the agreement where:
- (a) the specific change in contractor was provided for in the procurement process for the award of this agreement;
 - (b) there has been a universal or partial succession into the position of the Supplier, following a corporate restructuring, including takeover, merger, acquisition or insolvency, by another economic operator that meets the criteria for qualitative selection applied in the procurement process for the award of this agreement.

Liability

20. Indemnities

- 20.1 The Supplier shall indemnify and keep indemnified NSDC against all actions, proceedings, costs, claims, demands, liabilities, losses and expenses whatsoever whether arising in tort (including negligence) default or breach of this agreement, to the extent that any such loss or claim is due to the breach of contract, negligence, wilful default or fraud of itself or of its employees or of any of its Representatives or Sub-contractors save to the extent that the same is directly caused by or directly arises from

the negligence, breach of this agreement or applicable Law by NSDC or its Representatives (excluding any Supplier's Personnel).

21. Limitation of liability

- 21.1 Subject to clause 21.2, neither party shall be liable to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect or consequential loss arising under or in connection with this agreement.
- 21.2 Notwithstanding the provisions of clause 21.1, but subject to clause 21.4, the Supplier assumes responsibility for and acknowledges that NSDC may, amongst other things, recover:
- (a) sums paid by NSDC to the Supplier pursuant to this agreement, in respect of any services not provided in accordance with the agreement;
 - (b) wasted expenditure;
 - (c) additional costs of procuring and implementing replacements for, or alternatives to, the Services, including consultancy costs, additional costs of management time and other personnel costs and costs of equipment and materials;
 - (d) losses incurred by NSDC arising out of or in connection with any claim, demand, fine, penalty, action, investigation or proceeding by any third party (including any Subcontract, Supplier's Personnel, regulator or customer of NSDC) against NSDC caused by the act or omission of the Supplier; and
 - (e) any anticipated savings.
- 21.3 Each party shall at all times take all reasonable steps to minimise and mitigate any loss or damage arising out of or in connection with this agreement, including any losses for which the relevant party is entitled to bring a claim against the other party pursuant to the indemnities in this agreement.
- 21.4 Subject to clause 21.1 and clause 21.6, the Supplier's aggregate liability:
- (a) is unlimited in respect of:
 - (i) the indemnities in clause 14 and clause 24.5;
 - (ii) any breach of clause 30;
 - (iii) the Supplier's wilful default, and
 - (b) in respect of all other claims, losses or damages, whether arising from tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this agreement, shall in no event exceed 125% of the total Charges payable in the relevant Contract Year.

- 21.5 Subject to clause 21.1 and clause 21.6, NSDC's aggregate liability to the Supplier for all claims, losses or damages, whether arising from tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this agreement (other than a failure to pay any of the Charges that are properly due and payable and for which NSDC shall remain fully liable), shall be limited in any Contract Year to 125% of the total Charges payable in the relevant Contract Year.
- 21.6 Notwithstanding any other provision of this agreement neither party limits or excludes its liability for:
- (a) fraud or fraudulent misrepresentation;
 - (b) death or personal injury caused by its negligence (or the negligence of its personnel, agents or subcontractors);
 - (c) breach of any obligation as to title implied by statute; or
 - (d) any other liability for which may not be limited under any applicable law.

22. Insurance

- 22.1 The Supplier shall at its own cost effect and maintain with a reputable insurance company a policy or policies of insurance providing as a minimum the following levels of cover:
- (a) public liability insurance with a limit of indemnity of not less than five million pounds in relation to any one claim or series of claims;
 - (b) employer's liability insurance with a limit of indemnity of not less than five million pounds in relation to any one claim or series of claims;
- (the **Required Insurances**). The cover shall be in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's performance of the agreement, 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 Supplier.
- 22.2 The Supplier shall give NSDC, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the Required Insurances are in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 22.3 If, for whatever reason, the Supplier fails to give effect to and maintain the Required Insurances, NSDC may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.

- 22.4 The terms of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the agreement.
- 22.5 The Supplier shall hold and maintain the Required Insurances for a minimum of six years following the expiration or earlier termination of the agreement.

Information

23. Freedom of information

- 23.1 The Supplier acknowledges that NSDC is subject to the requirements of the FOIA and the EIRs. The Supplier shall:
- (a) provide all necessary assistance and cooperation as reasonably requested by NSDC to enable NSDC to comply with its obligations under the FOIA and EIRs;
 - (b) transfer to NSDC all Requests for Information relating to this agreement that it receives as soon as practicable and in any event within two Working Days of receipt;
 - (c) provide NSDC with a copy of all Information belonging to NSDC requested in the Request For Information which is in its possession or control in the form that NSDC requires within five Working Days (or such other period as NSDC may reasonably specify) of NSDC's request for such Information; and
 - (d) not respond directly to a Request For Information unless authorised in writing to do so by NSDC.
- 23.2 The Supplier acknowledges that NSDC may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Supplier. NSDC shall take reasonable steps to notify the Supplier of a Request For Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this agreement) NSDC shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.
- 23.3 Notwithstanding any other term of this agreement, the Supplier consents to the publication of this agreement in its entirety (including variations), subject only to the redaction of information that is exempt from disclosure in accordance with the provisions of the FOIA and EIRs.

24. Data protection

- 24.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 24 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this clause 24, **Applicable Laws** means (for so long as and to the extent that they apply to the Supplier) the law of the European Union, the law of any member state of the European Union and/or Domestic UK law; and **Domestic UK Law** means the UK Data Protection Legislation and any other law that applies in the UK.
- 24.2 The parties acknowledge that for the purposes of the Data Protection Legislation, NSDC is the Controller and the Supplier is the Processor. Schedule 9 sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of Personal Data and categories of Data Subject.
- 24.3 Without prejudice to the generality of clause 24.1, NSDC will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier for the duration and purposes of this agreement.
- 24.4 Without prejudice to the generality of clause 24.1, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under this agreement:
- (a) process that Personal Data only on the documented written instructions of NSDC which are set out in Schedule 8, unless the Supplier is required by Applicable Laws to otherwise process that Personal Data. Where the Supplier is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Supplier shall promptly notify NSDC of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying NSDC;
 - (b) ensure that it has in place appropriate technical and organisational measures (as defined in the Data Protection Legislation), reviewed and approved by NSDC, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- (c) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Authority has been obtained and the following conditions are fulfilled:
 - (i) the Supplier has provided appropriate safeguards in relation to the transfer;
 - (ii) the Data Subject has enforceable rights and effective remedies;
 - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) the Supplier complies with the reasonable instructions notified to it in advance by NSDC with respect to the processing of the Personal Data;
- (d) notify NSDC immediately if it receives:
 - (i) a request from a Data Subject to have access to that person's Personal Data;
 - (ii) a request to rectify, block or erase any Personal Data;
 - (iii) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation (including any communication from the Information Commissioner);
- (e) assist NSDC in responding to any request from a Data Subject and in ensuring compliance with NSDC's obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify NSDC without undue delay on becoming aware of a Personal Data breach including without limitation any event that results, or may result, in unauthorised access, loss, destruction, or alteration of Personal Data in breach of this agreement;
- (g) at the written direction of NSDC, delete or return Personal Data and copies thereof to NSDC on termination or expiry of the agreement unless required by the Applicable Laws to store the Personal Data;
- (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 24 and allow for audits by NSDC or NSDC's designated auditor pursuant to clause 26 and immediately inform NSDC if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.

24.5 The Supplier shall indemnify NSDC against any losses, damages, cost or expenses incurred by NSDC arising from, or in connection with, any breach of the Supplier's obligations under this clause 24.

- 24.6 Where the Supplier intends to engage a Sub-Contractor pursuant to clause 19 and intends for that Sub-Contractor to process any Personal Data relating to this agreement, it shall:
- (a) notify NSDC in writing of the intended processing by the Sub-Contractor;
 - (b) obtain prior written consent from NSDC to the processing;
 - (c) provide NSDC with such evidence as NSDC requires in order to be satisfied that the proposed Sub-Contractor is capable of complying with the Suppliers obligations under this agreement and under the Data Protection Legislation;
 - (d) enter into a written agreement incorporating terms which are substantially similar to those set out in this clause 24 and provide in the sub-contract that NSDC may enforce such obligations directly against the Sub-Contractor under the Contracts (Rights of Third Parties) Act 1999.
- 24.7 The appointment of a Sub-Contractor shall not relieve the Supplier from any of its obligations under this agreement and the Supplier shall remain liable to NSDC for the performance of the Sub-Contractor's obligations in relation to the processing of Personal Data under this agreement.
- 24.8 Either party may, at any time on not less than thirty Working Days' written notice to the other party, revise this clause 24 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).
- 24.9 The provisions of this clause 24 shall apply during the continuance of the agreement and indefinitely after its expiry or termination.

25. Confidentiality

- 25.1 Subject to clause 25.2, the parties shall keep confidential all matters relating to this agreement and shall use all reasonable endeavours to prevent their representatives from making any disclosure to any person of any matters relating hereto.
- 25.2 The requirements of clause 25.1 do not apply to any information:
- (a) which the other party confirms in writing is not required to be treated as Confidential Information;
 - (b) which is obtained from a third party who is lawfully authorised to disclose such information without any obligation of confidentiality;
 - (c) which a party is required to disclose by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable Law, including the FOIA or the EIRs;

- (d) which is in or enters the public domain other than through any disclosure prohibited by this agreement;
- (e) which a party can demonstrate was lawfully in its prior to receipt from the other party; or
- (f) which is disclosed by NSDC on a confidential basis to any central government or regulatory body.

25.3 A party may disclose the other party's Confidential Information to those of its Representatives who need to know such Confidential Information for the purposes of performing or advising on the party's obligations under this agreement, provided that:

- (a) it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
- (b) it procures that its Representatives shall, in relation to any Confidential Information disclosed to them, comply with the obligations set out in this clause as if they were a party to this agreement,
- (c) and at all times, it is liable for the failure of any Representatives to comply with the obligations set out in this clause 25.3.

25.4 The provisions of this clause 25 shall survive for a period of 6 years from the Termination Date.

25.5 On or before the Termination Date the Supplier shall ensure that all documents and/or computer records in its possession, custody or control which relate to personal information of NSDC's employees, rate-payers or service users, are delivered up to NSDC or securely destroyed at NSDC's sole discretion.

26. Audit

26.1 During the Term and for a period of six years after the Termination Date, NSDC (acting by itself or through its Representatives) may conduct an audit of the Supplier, including for the following purposes:

- (a) to verify the accuracy of Charges (and proposed or actual variations to them in accordance with this agreement) and/or the costs of all suppliers (including Sub-Contractors) of the Services at the level of detail agreed in 0 (Payment);
- (b) to review the integrity, confidentiality and security of any data relating to NSDC or any service users;
- (c) to review the Supplier's compliance with the Data Protection Legislation, the FOIA, in accordance with clause 24 (Data Protection) and clause 23 (Freedom of Information) and any other legislation applicable to the Services;
- (d) to review any records created during the provision of the Services;

- (e) to review any books of account kept by the Supplier in connection with the provision of the Services;
 - (f) to carry out the audit and certification of NSDC's accounts;
 - (g) to carry out an examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which NSDC has used its resources;
 - (h) to verify the accuracy and completeness of the Management Reports delivered or required by this agreement.
- 26.2 Except where an audit is imposed on NSDC by a regulatory body, NSDC may not conduct an audit under this clause 26 more than once in any calendar year.
- 26.3 NSDC shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier or delay the provision of the Services.
- 26.4 Subject to NSDC's obligations of confidentiality, the Supplier shall on demand provide NSDC and any relevant regulatory body (and/or their agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:
 - (a) all information requested by the above persons within the permitted scope of the audit;
 - (b) reasonable access to any sites and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services; and
 - (c) access to the Supplier's Personnel.
- 26.5 NSDC shall endeavour to (but is not obliged to) provide at least fifteen Working Days' notice of its intention or, where possible, a regulatory body's intention, to conduct an audit.
- 26.6 The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause, unless the audit identifies a material failure to perform its obligations under this agreement in any material manner by the Supplier in which case the Supplier shall reimburse NSDC for all NSDC's reasonable costs incurred in the course of the audit.
- 26.7 If an audit identifies that:
 - (a) the Supplier has failed to perform its obligations under this agreement in any material manner, the parties shall agree and implement a remedial plan. If the Supplier's failure relates to a failure to provide any information to NSDC about the Charges, proposed Charges or the Supplier's costs, then the remedial plan shall include a requirement for the provision of all such information;

- (b) NSDC has overpaid any Charges, the Supplier shall pay to NSDC the amount overpaid within twenty days. NSDC may deduct the relevant amount from the Charges if the Supplier fails to make this payment; and
- (c) NSDC has underpaid any Charges, NSDC shall pay to the Supplier the amount of the under-payment less the cost of audit incurred by NSDC if this was due to a default by the Supplier in relation to invoicing within twenty days.

27. Intellectual property

27.1 In the absence of prior written agreement by NSDC to the contrary, all Intellectual Property Rights created by the Supplier or Supplier's Personnel:

- (a) in the course of performing the Services; or
- (b) exclusively for the purpose of performing the Services,

shall vest in NSDC on creation.

27.2 The Supplier shall indemnify NSDC against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any Intellectual Property Right by the availability of the Services, except to the extent that they have been caused by or contributed to by NSDC's acts or omissions.

Termination

28. Termination for breach

28.1 NSDC may terminate this agreement in whole or part with immediate effect by the service of written notice on the Supplier in the following circumstances:

- (a) if the Supplier is in breach of any material obligation under this agreement provided that if the breach is capable of remedy, NSDC may only terminate this agreement under this clause 28.1 if the Supplier has failed to remedy such breach within twenty eight days of receipt of notice from NSDC (a **Remediation Notice**) to do so;
- (b) if a Consistent Failure has occurred;
- (c) if a Catastrophic Failure has occurred;
- (d) if there is an Insolvency Event.
- (e) if there is a change of control of the Supplier within the meaning of section 1124 of the Corporation Tax Act 2010.
- (f) NSDC reasonably believes that the circumstances set out in regulation 73(1) of the Public Contracts Regulations 2015 apply.

28.2 NSDC may terminate this agreement in accordance with the provisions of clause 29 and clause 30.

28.3 If this agreement is terminated by NSDC pursuant to this clause 28, such termination shall be at no loss or cost to NSDC and the Supplier hereby indemnifies NSDC against any such losses or costs which NSDC may suffer as a result of any such termination.

29. Force majeure

29.1 Provided it has complied with the remaining provisions of this clause 29, if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations.

29.2 The corresponding obligations of the other party will be suspended to the same extent as those of the Affected Party.

29.3 The Affected Party shall:

- (a) as soon as reasonably practicable after the start of the Force Majeure Event notify the other party in writing of the Force Majeure Event, the date on which it started, its likely potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
- (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event.

29.4 An Affected Party cannot claim relief if the Force Majeure Event is attributable to the Affected Party's wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event. The Supplier cannot claim relief if the Force Majeure Event is one which, in accordance with Best Industry Practice, the Supplier should have foreseen and provided for the cause in question.

29.5 The Affected Party shall notify the other party in writing as soon as practicable after the Force Majeure Event ceases or no longer causes the affected party to be unable to comply with its obligations under this agreement. Following such notification, this agreement shall continue to be performed on the terms existing immediately before the occurrence of the Force Majeure Event unless agreed otherwise by the parties.

29.6 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than twelve weeks, the party not affected by the Force Majeure Event may terminate this agreement by giving four weeks' notice to the Affected Party.

30. Prevention of bribery

- 30.1 The Supplier represents and warrants that neither it, nor to the best of its knowledge any Supplier's Personnel, have at any time prior to the Commencement Date:
- (a) committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or
 - (b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.
- 30.2 The Supplier shall not during the Term (and shall procure that its Supplier Personnel shall):
- (a) commit a Prohibited Act; and/or
 - (b) do or suffer anything to be done which would cause NSDC or any of NSDC's employees, consultants, contractors, sub-contractors or agents to contravene any of the Bribery Act or otherwise incur any liability in relation to the Bribery Act; and/or
 - (c) promptly report to NSDC any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with performance of this agreement.
- 30.3 The Supplier shall during the Term:
- (a) establish, maintain and enforce, and require that its Sub-contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Bribery Act and prevent the occurrence of a Prohibited Act; and
 - (b) keep appropriate records of its compliance with its obligations under clause 30.3(a) and make such records available to NSDC on request.
- 30.4 The Supplier shall allow the Authority and its third party representatives to audit any of the Supplier's records and any other relevant documentation in accordance with clause 26.
- 30.5 The Supplier shall immediately notify NSDC in writing if it becomes aware of any breach of clause 30.1 and/or clause 30.2, or has reason to believe that it has or any of the Supplier's Personnel have:
- (a) been subject to an investigation or prosecution which relates to an alleged Prohibited Act;

- (b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or
 - (c) received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this agreement or otherwise suspects that any person or Party directly or indirectly connected with this agreement has committed or attempted to commit a Prohibited Act.
- 30.6 If the Supplier makes a notification to NSDC pursuant to clause 30.4, the Supplier shall respond promptly to NSDC's enquiries, co-operate with any investigation, and allow NSDC to audit any books, records and/or any other relevant documentation in accordance with clause 26.
- 30.7 If the Supplier is in Default under clause 30.1 and/or clause 30.2, NSDC may by notice:
 - (a) require the Supplier to remove from performance of this agreement any Supplier's Personnel whose acts or omissions have caused the Default; or
 - (b) immediately terminate this agreement.
- 30.8 Any notice served by NSDC under clause 30.7 shall specify the nature of the Prohibited Act, the identity of the Party who NSDC believes has committed the Prohibited Act and the action that NSDC has elected to take (including, where relevant, the date on which this agreement shall terminate).

31. Consequences of termination

- 31.1 On the expiry of the Term or if this agreement is terminated in whole or in part for any reason, the Supplier shall co-operate fully with NSDC to ensure an orderly migration of the Services to NSDC or, at NSDC's request, a Replacement Supplier.
- 31.2 On termination of this agreement the Supplier shall procure that all data and other material belonging to NSDC (and all media of any nature containing information and data belonging to NSDC or relating to the Services), shall be delivered to NSDC forthwith and the Supplier Authorised Representative or Chief Executive Officer shall certify full compliance with this clause.
- 31.3 Any provision of this agreement that expressly or by implication is intended to come into or continue force on or after termination or expiry, including clause 6.3 (provision of records), clause 20 (Indemnities), clause 21 (Limitation of Liability), clause 22 (Insurance), clause 23 (Freedom of Information), clause 24 (Data Protection), clause 25 (Confidentiality), clause 26 (Audit), clause 28 (Termination for Breach) and this clause 31 (Consequences of termination), shall remain in full force and effect.

- 31.4 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the Termination Date.

General provisions

32. Whistleblowing

The parties agree to adhere to NSDC's whistleblowing policy as detailed in NSDC's constitution from time to time.

33. Waiver

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

34. Rights and remedies

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

35. Severability

- 35.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.
- 35.2 If one party gives notice to the other of the possibility that any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

36. Partnership or agency

- 36.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent

of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

- 36.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

37. Third party rights

- 37.1 Subject to clause 37.2, no one other than a party to this agreement shall have any right to enforce any of its terms.

- 37.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement are not subject to the consent of any other person.

38. Publicity

The Supplier shall not:

- (a) make any press announcements or publicise this agreement or its contents in any way; or
- (b) use NSDC's name or logo in any promotion or marketing or announcement of orders,

except as required by law, any government or regulatory authority, any court or other authority of competent jurisdiction, without the prior written consent of NSDC, which shall not be unreasonably withheld or delayed.

39. Notices

- 39.1 Any notice given to a party under or in connection with this contract shall be in writing marked for the attention of the party's Authorised Representative and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).

- 39.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Working Day after posting or at the time recorded by the delivery service.

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

40. Entire agreement

- 40.1 This agreement and the documents referred to in it constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 40.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

41. Counterparts

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each party has executed at least one counterpart.

42. Governing law

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

43. Jurisdiction

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

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

Signed by

Date

Signature

for and on behalf of **NEWARK
AND SHERWOOD DISTRICT
COUNCIL**

Signed by

Date

Signature

for and on behalf of
BELL GROUP LTD

Schedule 1 Specification

Appendix 1 to 10

Name	Date modified	Type	Size
 Appendix 1 Clients Requierments Palace Theatre Refurbishment works	07/04/2025 14:40	Adobe Acrobat D...	132 KB
 Appendix 2 Handrail map	28/03/2025 15:38	JPG File	226 KB
 Appendix 3 Handrails concept	28/03/2025 15:35	PNG File	530 KB
 Appendix 4 Handrails Picture Proposed Example	28/03/2025 15:35	PNG File	412 KB
 Appendix 6 LED map	04/04/2025 13:40	JPG File	231 KB
 Appendix 7 NSDC Refurb of Theatre - Doc 5 - Schedule of Rates (1)	11/07/2025 13:40	Microsoft Excel W...	62 KB
 Appendix 8 NSDC Refurb of Theatre - Doc Four Response (1)	06/06/2025 14:31	Adobe Acrobat D...	700 KB
 Appendix 9 PRE-CONSTRUCTION INFORMATION - Palace Theatre Refurbishment works	07/04/2025 14:41	Adobe Acrobat D...	164 KB
 Appendix 10 Pre-contract award Meeting Minutes - Friday 11th May 2025	18/07/2025 10:19	Adobe Acrobat D...	173 KB

Schedule 2 Performance regime

Appendix 1 to 10

Name	Date modified	Type	Size
 Appendix 1 Clients Requierments Palace Theatre Refurbishment works	07/04/2025 14:40	Adobe Acrobat D...	132 KB
 Appendix 2 Handrail map	28/03/2025 15:38	JPG File	226 KB
 Appendix 3 Handrails concept	28/03/2025 15:35	PNG File	530 KB
 Appendix 4 Handrails Picture Proposed Example	28/03/2025 15:35	PNG File	412 KB
 Appendix 6 LED map	04/04/2025 13:40	JPG File	231 KB
 Appendix 7 NSDC Refurb of Theatre - Doc 5 - Schedule of Rates (1)	11/07/2025 13:40	Microsoft Excel W...	62 KB
 Appendix 8 NSDC Refurb of Theatre - Doc Four Response (1)	06/06/2025 14:31	Adobe Acrobat D...	700 KB
 Appendix 9 PRE-CONSTRUCTION INFORMATION - Palace Theatre Refurbishment works	07/04/2025 14:41	Adobe Acrobat D...	164 KB
 Appendix 10 Pre-contract award Meeting Minutes - Friday 11th May 2025	18/07/2025 10:19	Adobe Acrobat D...	173 KB

Schedule 3 Supplier's Tender

Form of Tender	
Palace Theatre Refurbishment Works 2025	All Grey cells to be completed
TENDER	
Bidding Company Details:	Bell Group
Name:	Zach Thorpe
Address:	Harris House, Moorbridge Road East Bingham NG13 8GG
I / We the undersigned hereby offer to execute and complete the works as described and in accordance with the clients requirements, tender documents, drawings and planning permissions, on behalf of Newark and Sherwood District Council.	
For The Sum of	£134,494.63 Excluding VAT
Sum In Words	One Hundred and Thirty Four Thousand Four Hundred Excluding VAT
to hold the submitted rates for a period of at least 90 days from the tender submission	
I understand that Newark and Sherwood District Council do not bind themselves to accept the lowest tender	
I / We declare that the bid content, price or any other figure or particulars concerning the bid have not been altered	
BIDDERS SIGNATURE	
	Insert Electronic Signature
PRINTED NAME:	Zach Thorpe
	Date 30/05/2025
POSITION IN THE COMPANY	
WITNESS SIGNATURE	
	Insert Electronic Signature
PRINTED NAME:	Anthony Kirkwood
	Date 30/05/2025
POSITION IN THE COMPANY	Lead Surveyor

Schedule of Rates

Schedule or Rates for Palace Theatre Refurbishment Works 2025

Items left unpriced will be deemed by the client to be included within other rates by the contractor

Prelim costs inclusive of OHP

Item	Unit	Total
Contractors management	item	£4,950.00
Contractors Supervision of the works	item	£2,600.00
Contractors Safe Working allowance	item	Included
Contractors Welfare Provision	item	£1,500.00
Contractors Storage Provision	item	£850.00
All permits and licences for the works	item	Included
		£0.00
Please insert any extra Prelims you wish to claim below		£0.00
Prelims Total to Summary		£9,900.00

The Works

Item	Unit	Total
1. Auditorium Works		
Seating removal and refitting	item	£ 6,100.34
LED lighting strips	item	£ 12,937.50
Farm under floor opening and formation of a hatch for LED access	item	£ 1,070.25
Existing Handrails to auditorium removed strip, powder coat and refit.	item	£ 950.00
Supply and fix new Handrail loops to control seating tops as clients requirements.	item	£ 7,257.50
Total Carry Forward		£ 28,345.59

Site Costs Summary

Prelim Costs - items Carry	
Auditorium Works	£28,345.59
Back Stage Works	£25,910.62
External Works	£70,200.42
Site Total Costs to be carried forward to Form of	£124,456.63

M2 Material Allowances within Costs

Bidders to insert the m2 cost of material allowed for within their submittal

	State Proposed Product Name, Manufacturer and Product
Commercial Carpet M2 purchase cost	£ - TBC
Commercial Vinyl Flooring M2 purchase cost	£25,910.62 TBC
LED Lighting Strips LM purchase cost	£ 3,500.00 TBC
Fluorescing Edging Strips LM purchase cost	£ - TBC
Metal Handrail per handrail section	£28,410.62 SPS Door guards

2. Back of Stage Works

	Unit	Total
Preparation works	item	Included
Joinery repairs and door works	item	£ 964.25
Cleaning	item	£ 473.33
Painting	item	£ 10,412.71
Flooring	item	£ 13,998.33
Total Carry Forward		£ 25,848.62

3. External scaffold, cleaning repairs, security and door upgrades, painting, cleaning

	Unit	Total
Scaffold Works to roadside and rear elevation	item	£ 10,330.50
Scaffold works to frontage including public protection	item	£ 7,239.25
Security and protection of the public during the works.	item	£ 1,500.00
Specialist scaffold door glazing system	item	£ 9,694.50
Scaffold to internal Courtyard area and side elevation	item	£ 8,232.85
Preparation works to all roof face	item	Included
Rainwater and Guttering cleaning and repairs Allow to replace broken items and reset all joints water tight on completion	item	£ 3,500.00
Joinery repairs to all defective joinery including light gaps; repair system window cores as similar approved by client	item	£4,549.09
Earing adjusting and making good all doors	item	£ 649.26
Door security works allow for security upgrade to all side and rear elevation doors as clients requirements	item	£ 2,500.00
PC SUM for security improvements to main entrance doors allow £3,000 to be instructed by client.	item	£ 3,000.00
Painting to all external previously painted surfaces and repaired facade items Allow weather shield doors as clients requirements	item	£ 11,128.64
Painting to all plastic rain water goods and guttering	item	£ 1,048.33
Cleaning to all previously finished surfaces	item	£ 1,000.00
PC SUM to be instructed by the client £5000	item	£ 5,000.00
		£ -
Total Carry Forward		£ 70,200.42

Schedule 4 Charges and payment

Contract Sum £134,494.63

The contractor should submit monthly valuations for approval prior to raising any invoices for payment.

Retentions 5% reducing to 2.5% on final application, released 12 weeks after issue of practical completion certificate.

Schedule 5 Contract management

1. Authorised representatives

1.1 The Authority's initial Authorised Representative:

Mr Kevin Shutt

Mr Eric Dyche

Mr Stephen Younge

The Supplier's initial Authorised Representative:

Mr Anthony Kirkwood Senior Surveyor

Meetings

1.2 Weekly to be held Friday afternoons at 2pm commencing 4 days after start on site.

1.3 Quorum 8 No Persons

1.4 Frequency As required for the project progression but not less than monthly

1.5 Agenda To be developed within the first week of the contract

2. Reports

2.1 Type Progress and or information / issues identified

2.2 Contents Factual to support the progress of the project

2.3 Frequency As required for the project progression but not less than monthly

2.4 Circulation list Key and Authorised persons identified above as a minimum

Schedule 6 Change control

1. General principles

- 1.1 Where the Authority or the Supplier sees a need to change this agreement, the Authority may at any time request, and the Supplier may at any time recommend, such Change only in accordance with the Change Control Procedure set out in paragraph 2 of this schedule.
- 1.2 Until such time as a Change is made in accordance with the Change Control Procedure, the Authority and the Supplier shall, unless otherwise agreed in writing, continue to perform this agreement in compliance with its terms before such Change.
- 1.3 Any discussions which may take place between the Authority and the Supplier in connection with a request or recommendation before the authorisation of a resultant Change shall be without prejudice to the rights of either party.
- 1.4 Any work undertaken by the Supplier and the Supplier Personnel which has not been authorised in advance by a Change, and which has not been otherwise agreed in accordance with the provisions of this **Error! Reference source not found.**, shall be undertaken entirely at the expense and liability of the Supplier.

2. Procedure

- 2.1 Discussion between the Authority and the Supplier concerning a Change shall result in any one of the following:
 - (a) no further action being taken; or
 - (b) a request to change this agreement by the Authority; or
 - (c) a recommendation to change this agreement by the Supplier.
- 2.2 Where a written request for a Change is received from the Authority, the Supplier shall, unless otherwise agreed, submit two copies of a Change Control Note signed by the Supplier to the Authority within three weeks of the date of the request.
- 2.3 A recommendation to amend this agreement by the Supplier shall be submitted directly to the Authority in the form of two copies of a Change Control Note signed by the Supplier at the time of such recommendation. The Authority shall give its response to the Change Control Note within three weeks.
- 2.4 Each Change Control Note shall contain:

- (a) the title of the Change;
- (b) the originator and date of the request or recommendation for the Change;
- (c) the reason for the Change;
- (d) full details of the Change, including any specifications;
- (e) the price, if any, of the Change;
- (f) a timetable for implementation, together with any proposals for acceptance of the Change;
- (g) a schedule of payments if appropriate;
- (h) details of the likely impact, if any, of the Change on other aspects of this agreement including:
 - (i) the timetable for the provision of the Change;
 - (ii) the personnel to be provided;
 - (iii) the Charges;
 - (iv) the Documentation to be provided;
 - (v) the training to be provided;
 - (vi) working arrangements;
 - (vii) other contractual issues;
- (i) the date of expiry of validity of the Change Control Note; and
- (j) provision for signature by the Authority and the Supplier.

2.5 For each Change Control Note submitted by the Supplier the Authority shall, within the period of the validity of the Change Control Note:

- (a) allocate a sequential number to the Change Control Note; and
- (b) evaluate the Change Control Note and, as appropriate:
 - (i) request further information;
 - (ii) accept the Change Control Note by arranging for two copies of the Change Control Note to be signed by or on behalf of the Authority and return one of the copies to the Supplier; or
 - (iii) notify the Supplier of the rejection of the Change Control Note.

2.6 A Change Control Note signed by the Authority and by the Supplier shall constitute an amendment to this agreement.

Schedule 7 Commercially sensitive information

As listed below Appendix 1 to 10

Name	Date modified	Type	Size
 Appendix 1 Clients Requierments Palace Theatre Refurbishment works	07/04/2025 14:40	Adobe Acrobat D...	132 KB
 Appendix 2 Handrail map	28/03/2025 15:38	JPG File	226 KB
 Appendix 3 Handrails concept	28/03/2025 15:35	PNG File	530 KB
 Appendix 4 Handrails Picture Proposed Example	28/03/2025 15:35	PNG File	412 KB
 Appendix 6 LED map	04/04/2025 13:40	JPG File	231 KB
 Appendix 7 NSDC Refurb of Theatre - Doc 5 - Schedule of Rates (1)	11/07/2025 13:40	Microsoft Excel W...	62 KB
 Appendix 8 NSDC Refurb of Theatre - Doc Four Response (1)	06/06/2025 14:31	Adobe Acrobat D...	700 KB
 Appendix 9 PRE-CONSTRUCTION INFORMATION - Palace Theatre Refurbishment works	07/04/2025 14:41	Adobe Acrobat D...	164 KB
 Appendix 10 Pre-contract award Meeting Minutes - Friday 11th May 2025	18/07/2025 10:19	Adobe Acrobat D...	173 KB
 Contract Document NSDC Standard form of contract Bell Group Palace Theater Refurbishment 2025	18/07/2025 09:31	Microsoft Word 97...	712 KB

Schedule 8 Data processing

The subject-matter, nature and purpose and duration of Processing and the types of Personal Data and categories of Data Subjects in relation to which Personal data may be processing under this agreement are set out in the table below:

	Personal Data of which NSDC is the Data Controller	Personal Data of which the Supplier is the Data Controller
Data Processor:	Supplier	NSDC
Categories of Data Subjects	NSDC's customers employees	The Supplier's employees
Subject matter of Processing (including types of Personal Data that may be Processed):	Customers: names, addresses, contact telephone numbers, property access requirements and any other requirements due to vulnerabilities of the individual customer Employees: names, job titles and contract details (email addresses, addresses and telephone numbers)	Names, job titles and contract details (email addresses, addresses and telephone numbers)
Nature and purpose of Processing:	Customers: For the purposes of carrying out the services including arranging appointments and access, ensuring the safety of both the customers and Supplier's employees carrying out the Services, monitor customer satisfaction and correcting any Personal Data found to be incorrect whilst performing the Services	- To identify which staff are undertaking the provisions of the Services and monitor performance of the agreement - To enable the Parties to carry out their obligations under the agreement

	Employees: ▪ To enable the Parties to carry out their obligations under the agreement	
Duration of Processing:	During the Term of the agreement and for a specified time period stated in the agreement from its end (within which the Personal Data shall be returned or destroyed by the Supplier)	During the Term of the agreement