

**Restorative and Relational Practice Programme
Services Contract Particulars
(incorporating terms and conditions which are attached overleaf)**

Parties	NOTTINGHAMSHIRE COUNTY COUNCIL of County Hall, Loughborough Road, West Bridgford, Nottingham, NG2 7QP (Council). L30 RELATIONAL SYSTEMS LTD incorporated and registered in England and Wales with company number 08477529 whose registered office is at Melton Ross Hall, Melton Ross, Barnetby, DN38 6DR (Provider).
Commencement Date	10 November 2025
End Date	30 September 2026
Council Representative	Diana Bentley, Head of Service Q&P & PSW - diana.bentley@nottscc.gov.uk
Provider Representative	Mark Finnis, Director – markfinnis@me.com
Services to be provided	As set out in Schedule 1
(if applicable) Dates and times on which the Services are to be provided	As set out in Schedule 1
Charges (agreed fees)	As set out in Schedule 2

This Agreement has been entered into on the date signed by the second authorised signatory of the Council.

SIGNED for and on behalf of **NOTTINGHAMSHIRE COUNTY COUNCIL** by:

Diana Bentley

Signed (Budget Holder):

Name: Diana Bentley
Position: Head of Service Q&P & PSW
Date: 25/11/2025

Signed (if the value of the Agreement is over £50k and less than £1m a second signatory is required of equal or higher status to the Budget Holder):

Amanda Collinson

Name: Amanda Collinson
Position: Service Director, Help Protection & Care
Date: 25/11/2025

SIGNED for and on behalf of **L30 RELATIONAL SYSTEMS LTD** by:

Signed: 

Name: Mark Finnis
Position: Director
Date: 24/11/2025

TERMS AND CONDITIONS FOR SERVICES

1. Definitions and Interpretation

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

Agreement: means these terms and conditions and the Contract Particulars.

Council: as defined in the Contract Particulars.

Authorised Representatives: means the persons respectively designated as such by the Council and the Provider as detailed in the Contract Particulars.

Best Industry Practice: means 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.

Council Assets: means any materials, plant or equipment owned or held by the Council and provided by the Council for use in provision of the Services.

Council's Premises: means the premises which may be made available for use by the Provider for the provision of the Services.

Charges: means the fees payable for the Services as set out in Contract Particulars.

Commencement Date: as set out in the Contract Particulars.

Contract Particulars: means the specific details regarding the provision of Services under this Agreement which are attached to the front of these terms and conditions.

Data Protection Legislation: means (i) the UK GDPR; (ii) the DPA 2018; (iii) all applicable Law about the processing of personal data and privacy.

DPA 2018: means the Data Protection Act 2018.

Default: means any breach of the obligations of the Provider under this Agreement (including fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of the Provider or the Provider's Personnel in connection with or in relation to the subject matter of this Agreement and in respect of which the Provider is liable to the Council.

Dispute Resolution Procedure: means the procedure set out in clause 9.

EIR: means 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.

End Date: as set out in the Contract Particulars subject to earlier termination under this Agreement or any extension under clause 2.2.

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

Force Majeure Event: means any circumstance affecting the performance by a party of its obligations under this agreement arising from acts, events, omissions or non-events beyond its reasonable control, including epidemic, pandemic, acts of God, riots, war, acts of terrorism, fire, flood, storm or earthquake and any disaster, but excluding any industrial dispute relating to the Provider, the Provider's Personnel or any other failure in the Provider's supply chain.

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

Intellectual Property: means any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, utility models, trade marks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites.

Law: means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Sections 2 to 5 of the European Union (Withdrawal) Act 2018, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Provider is bound to comply.

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

Proposal: the Provider's proposal as set out at Schedule 2.

Provider: as set out in the Contract Particulars.

Provider's Personnel: means all employees, staff, other workers, agents, sub-contractors and consultants of the Provider who are engaged in the provision of the Services from time to time.

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

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

Services: means the services to be delivered by or on behalf of the Provider under this Agreement, as more particularly described in the Contract Particulars.

Term: means the period beginning on the Commencement Date up to and including the End Date.

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

UK GDPR: means the UK version of the General Data Protection Regulation (*Regulation (EU) 2016/679*).

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

- 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) and that person's legal and personal representatives, successors and permitted assigns.
- 1.4 The schedule (if any) forms 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 schedule.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Words in the singular shall include the plural and vice versa and a reference to one gender shall include a reference to the other genders and those who identify as non-binary.
- 1.7 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.8 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.
- 1.9 References to clauses and schedules are to the clauses and schedules of this Agreement; references to paragraphs are to paragraphs of the relevant schedule.

2. Term

- 2.1 This Agreement shall take effect on the Commencement Date and shall continue for the Term unless terminated earlier in accordance with the terms of this Agreement.
- 2.2 The Council may extend the Term by serving notice on the Provider in writing at any time prior to the End Date.

3. Supply of Services

- 3.1 The Provider shall provide the Services to the Council with effect from the Commencement Date in accordance with the provisions of this Agreement.
- 3.2 The Provider 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 accordance with all applicable Laws;
 - (c) in accordance with Schedule 1 and Schedule 2 and where there is any inconsistency or conflict between the two Schedules, Schedule 1 will prevail;
 - (d) on the dates and times as specified in the Contract Particulars (if applicable), timely provision of the Services shall be of the essence of this Agreement.
- 3.3 The Provider shall not unlawfully discriminate within the meaning and scope of any law, enactment, order or regulation relating to discrimination in employment and the Provider shall comply with the Council's Equality Policy (available upon request).

- 3.4 The Provider shall ensure that all Necessary Consents are in place to provide the Services and the Council shall not (unless otherwise agreed in writing) incur any additional costs associated with obtaining, maintaining or complying with the same.
- 3.5 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 Provider has made all reasonable attempts to obtain a Necessary Consent in line with the requirements of the Services and the Provider has notified the Council in writing.

4. Health and Safety

- 4.1 The Provider shall promptly notify the Council of any health and safety hazards, which may arise in connection with the performance of this Agreement. The Council shall promptly notify the Provider of any health and safety hazards that may exist or arise at the Council's Premises and that may affect the Provider in the performance of this Agreement.
- 4.2 While on the Council's Premises the Provider shall comply with any health and safety measures implemented by the Council in respect of staff and other persons working on the Council's Premises.
- 4.3 The Provider shall notify the Council immediately in the event of any incident occurring in the performance of this Agreement on the Council's Premises where that incident causes any personal injury or damage to property that could give rise to personal injury.
- 4.4 The Provider shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to staff and other persons working on the Council's Premises in the performance of this Agreement.
- 4.5 The Provider shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is provided to the Council upon request.

5. Premises and Assets

- 5.1 If the provision of the Services requires the Provider to have access to the Council's Premises the Council shall provide the Provider (and the Provider's Personnel) with access to such parts of the Council's Premises as the Provider reasonably requires for the purposes only of properly providing the Services.
- 5.2 Where the Services are to be provided at the Council's Premises the Council shall provide the Provider with such accommodation, facilities and Council Assets as is specified in Schedule 1 or which is otherwise agreed by the parties from time to time.
- 5.3 The Provider shall ensure that:
- (a) where using the Council's Premises and/or any Council Assets they are kept properly secure and it will comply and cooperate with the Council's reasonable directions regarding the security of the same;
 - (b) only those of the Provider's Personnel that are duly authorised to enter upon the Council's Premises for the purposes of providing the Services, do so;
 - (c) any Council Assets used by the Provider are maintained (or restored at the end of the Term) in the same or similar condition as at the Commencement Date (fair wear and tear excepted) and are not removed from the Council's Premises unless expressly permitted under this Agreement or by the Council.
- 5.4 The Council shall maintain and repair the Council Assets, however, where such maintenance or repair arises directly from the act, omission, default or negligence of the Provider, or the Provider's Personnel (fair wear and tear excluded) the costs incurred by the Council in maintaining and repairing the same shall be recoverable from the Provider as a debt.
- 5.5 The Provider shall notify the Council immediately on becoming aware of any damage caused by the Provider, or the Provider's Personnel to any property of the Council, to any of the Council's Premises or to any property of any other recipient of the Services in the course of providing the Services and will make good any such damage at the Provider's expense.

6. Payment

- 6.1 The Provider shall invoice the Council for payment of the Charges monthly in arrears. All invoices must contain the Council's relevant purchase order number together with a summary of the work undertaken.
- 6.2 The Charges will be stated in the purchase order sent to the Provider by the Council subject to travel, overnight hotel accommodation and £30 per day for subsistence.
- 6.3 The Council shall pay the Charges which have become payable within 20 Working Days of receipt of an undisputed invoice from the Provider.

- 6.4 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 9 (Dispute Resolution).
- 6.5 The Charges are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Council following delivery of a valid VAT invoice. The Provider shall indemnify the Council against any liability (including any interest, penalties or costs incurred) which is levied, demanded or assessed on the Council at any time in respect of the Provider's failure to account for, or to pay, any VAT relating to payments made to the Provider under this Agreement.
- 6.6 The Provider shall maintain complete and accurate records of, and supporting documentation for, all amounts which may be chargeable to the Council pursuant to this Agreement. Such records shall be retained for inspection by the Council for 6 years from the end of Term.
- 6.7 Where the Provider enters into a sub-contract for the purpose of performing this Agreement, it shall cause a term to be included in such a sub-contract that requires payment to be made of undisputed sums by the Provider to the sub-contractor within a specified period not exceeding 20 Working Days from the receipt of a valid invoice, as defined by the sub-contract requirements.

7. Personnel

- 7.1 At all times, the Provider shall ensure that:
- (a) each of the Provider'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 Provider's Personnel to provide the Services properly;
 - (c) only those people who are authorised by the Provider are involved in providing the Services; and
 - (d) all of the Provider's Personnel comply with all of the Council's policies notified to the Provider by the Council including those that apply to persons who are allowed access to the Council's Premises.
- 7.2 The Council may refuse to grant access to, and remove, any of the Provider's Personnel from the Council's Premises who do not comply with any such policies, or if they otherwise present a security threat.
- 7.3 For the avoidance of doubt, the parties acknowledge that the Provider's Personnel shall have no contractual or agency relationship with the Council and the Provider agrees to indemnify and keep indemnified the Council in respect of any claim made by the Provider's Personnel arising from the performance of its obligations under this Agreement.
- 7.4 All the Provider's Personnel shall be notified and instructed by the Provider about the Provider's obligations under the terms of this Agreement and at Law.
- 7.5 The Provider shall at all times comply with its obligations pursuant to Law relating to employment.

8. Variation

The Council may require variations to this Agreement, including to the Services, provided that such variation is agreed in writing with the Provider.

9. Dispute Resolution

- 9.1 If any dispute arises in connection with these terms and conditions or delivery of the Services, the Council's Representative and the Provider's Representative shall, within 5 Working Days of a written request from one party to the other, meet in a good faith effort to resolve the dispute.
- 9.2 If the dispute is not resolved at that meeting, the parties will attempt to settle it by referring the matter to the senior managers of the parties appointed for the purpose who will meet in a good faith effort to resolve the matter within 20 Working Days of referral.
- 9.3 If the matter is not resolved through negotiation either party may refer the matter to mediation.

10. Sub-Contracting and Assignment

- 10.1 The Provider shall not be entitled to assign, novate or otherwise dispose of any or all of its rights and obligations under this Agreement without the prior written consent of the Council, neither may the Provider sub-contract the whole or any part of its obligations under this Agreement except with the express prior written consent of the Council or unless the sub-contractor has been named in the Proposal.
- 10.2 The Council shall be entitled to novate this Agreement to any other body which substantially performs any of the functions that previously had been performed by the Council.
- 10.3 Without prejudice to the generality of clause 10.2, the parties acknowledge that further to the UK Government's publication of the "English Devolution White Paper" in December 2024, there is expected to be a local government reorganisation (**LGR**), which will impact the composition of the Council. Consequently, the parties agree that the Council may be required to agree changes to its existing contractual arrangements including this

Agreement such that LGR may result in the transfer, assignment or novation of this Agreement in whole or in part to a successor authority.

- 10.4 The parties agree and consent to the transfer, assignment or novation of this Agreement in whole or in part to any successor authority established under LGR and shall execute all necessary agreements to put the same into effect either prior to or following LGR as directed by the Council.

11. Indemnities

The Provider shall indemnify and keep indemnified the Council 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 the Provider's Personnel except to the extent that the same is directly caused by or directly arises from the negligence, breach of this Agreement or applicable Law by the Council or its representatives.

12. Limitation of Liability

- 12.1 Subject to clause 12.3, neither party shall be liable to the other party (as far as permitted by Law) for indirect, special or consequential loss or damage in connection with this Agreement which shall include, without limitation, any loss of or damage to profit, revenue, contracts, anticipated savings, goodwill or business opportunities whether direct or indirect.
- 12.2 Each party shall at all times take all reasonable steps to minimise and mitigate any loss or damage for which the relevant party is entitled to bring a claim against the other party pursuant to this Agreement. Subject to clause 12.3, the Council's total aggregate liability in respect of all other claims, losses or damages, whether arising from tort (including negligence), breach of contract or otherwise 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 the Council shall remain fully liable) shall in no event exceed the Charges paid under or pursuant to this Agreement.
- 12.3 Notwithstanding any other provision of this Agreement neither party limits nor excludes its liability for:
- (a) fraud or fraudulent misrepresentation;
 - (b) death or personal injury caused by its negligence; or
 - (c) any other act or omission, liability for which may not be limited under any applicable Law.

13. Insurance

- 13.1 The Provider 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 £10 million in relation to any one claim or series of claims; and
 - (b) where required employer's liability insurance with a limit of indemnity of not less than the statutory required minimum where a Provider has employees (**Required Insurances**).

The cover shall be in respect of all risks which may be incurred by the Provider, arising out of the Provider's performance of this 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 Provider.

- 13.2 The Provider shall give the Council, on request, copies of all certificates of insurance 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.
- 13.3 If, for whatever reason, the Provider fails to give effect to and maintain the Required Insurances, the Council may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Provider.
- 13.4 The terms of any insurance or the amount of cover shall not relieve the Provider of any liabilities under this Agreement.
- 13.5 The Provider shall hold and maintain the Required Insurances for a minimum of 6 years following the expiration or earlier termination of the Agreement where the cover is provided on a "claims made" basis.

14. Freedom of Information

- 14.1 The Provider acknowledges that the Council is subject to the requirements of the FOIA and the EIR and shall assist and co-operate with the Council (at the Provider's expense) to enable the Council to comply with these information disclosure requirements.
- 14.2 The Provider shall and shall procure that its sub-contractors shall:

- (a) transfer the Request for Information to the Council as soon as practicable after receipt and in any event within 2 Working Days of receiving a Request for Information;
- (b) provide the Council with a copy of all Information in its possession or power in the form that the Council requires within 5 Working Days (or such other period as the Council may specify) of the Council requesting that Information; and
- (c) provide all necessary assistance as reasonably requested by the Council to enable the Council to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the EIR.

14.3 The Council shall be responsible for determining at its absolute discretion whether any Information:

- (a) is exempt from disclosure in accordance with the provisions of the FOIA or the EIR; and/or
- (b) is to be disclosed in response to a Request for Information.

14.4 In no event shall the Provider respond directly to a Request for Information unless expressly authorised to do so by the Council.

14.5 The Provider acknowledges that the Council may be obliged under the FOIA or the EIR to disclose Information:

- (a) without consulting with the Provider; or
- (b) following consultation with the Provider and having taken its views into account,

provided always that where clause 14.5(b) applies the Council shall, in accordance with any recommendations of a relevant code of practice, take reasonable steps, where appropriate, to give the Provider advanced notice, or failing that, to draw the disclosure to the Provider's attention after any such disclosure.

14.6 The Provider shall ensure that all Information produced in the course of this Agreement or relating to this Agreement is retained for disclosure and shall permit the Council to inspect such records as requested from time to time.

15. Data Protection

Each party shall comply with its responsibilities under Data Protection Legislation.

16. Confidentiality

16.1 Subject to clause 16.2, 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 to it

16.2 Clause 16.1 shall not apply to any disclosure of information:

- (a) required by any applicable Law, provided that clause 14.1 shall apply to any disclosures required under the FOIA or the EIR;
- (b) that is reasonably required by persons engaged by a party in the performance of such party's obligations under this Agreement;
- (c) where a party can demonstrate that such information is already generally available and in the public domain otherwise than as a result of a breach of clause 16.1;
- (d) by the Council of any document to which it is a party and which the parties to this Agreement have agreed contains no commercially sensitive information;
- (e) to enable a determination to be made under clause 9 (Dispute Resolution);
- (f) which is already lawfully in the possession of the receiving party, prior to its disclosure by the disclosing party;
- (g) by the Council to any department, office or agency of the UK Government; and
- (h) by the Council relating to this Agreement and in respect of which the Provider has given its prior written consent to disclosure.

16.3 Within 10 Working Days following the End Date the Provider shall ensure that all documents and/or computer records in its possession, custody or control which relate to personal information of the Council's employees, rate-payers or service users, are delivered up to the Council or securely destroyed.

17. Audit

The Provider shall keep and maintain until 6 years after this Agreement has been completed, or as long a period as may be agreed between the parties, full and accurate records of this Agreement including the Services provided under it; on an open book basis in accordance with best accountancy practices, all expenditure reimbursed by the Council; and all payments made by the Council. The Provider shall on request afford the

Council or its representatives such access to those records as may be required by the Council in connection with the Agreement.

18. Intellectual Property

- 18.1 All Intellectual Property used by the Provider the purpose of performing the Services shall remain the property of the Provider. The Provider hereby grants the Council a worldwide, royalty free, non-exclusive licence with the right to sub-licence to Nottingham City Council for the purposes of this Agreement and its own internal business.
- 18.2 The Provider shall indemnify the Council 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 the Council's acts or omissions.

19. Termination for Breach

- 19.1 The Council may terminate this Agreement with immediate effect by the service of written notice on the Provider in any of the following circumstances:
- (a) if the Provider is in breach of any material obligation under this Agreement provided that if the breach is capable of remedy, the Council may only terminate this Agreement under this clause 19.6 if the Provider has failed to remedy such breach within 10 Working Days of receipt of written notice from the Council to do so;
 - (b) if the Provider has failed to remedy a Default within 20 Working Days of receipt of written notice from the Council to do so;
 - (c) if a resolution is passed or an order is made for the winding up of the Provider (otherwise than for the purpose of solvent amalgamation or reconstruction) or the Provider becomes subject to an administration order or a receiver or administrative receiver is appointed over or an encumbrancer takes possession of any of the Provider's property or equipment;
 - (d) if the Provider ceases or threatens to cease to carry on business in the UK;
 - (e) if there is a change of control (as defined in section 574 of the Capital Allowances Act 2001) of the Provider to which the Council reasonably objects.
- 19.2 The Council may terminate this Agreement in accordance with the provisions of clause 21 (Force Majeure and Business Continuity) and clause 21 (Prevention of Bribery).
- 19.3 If this Agreement is terminated by the Council for cause such termination shall be at no loss or cost to the Council and the Provider hereby indemnifies the Council against any such losses or costs which the Council may suffer as a result of any such termination for cause.

20. Termination on Notice

The Council may terminate this Agreement at any time by giving 1 month's written notice to the Provider.

21. Force Majeure

- 21.1 Subject to the remaining provisions of this clause 21, the Provider shall not be liable to the Council for any reasonable delay or non-performance of its obligations under this Agreement to the extent that such non-performance is due to a Force Majeure Event provided the Provider has made reasonable efforts to maintain or resume continuity of Service delivery having become aware of a Force Majeure Event.
- 21.2 In the event that either party is delayed or prevented from performing its obligations under this Agreement by a Force Majeure Event, such party shall:
- (a) give notice in writing of such delay or prevention to the other party as soon as reasonably possible, stating the commencement date and extent of such delay or prevention, its cause and its estimated duration;
 - (b) use all reasonable endeavours to mitigate the effects of such delay or prevention on the performance of its obligations under this Agreement; and
 - (c) resume performance of its obligations as soon as reasonably possible after the removal of the cause of the delay or prevention.
- 21.3 A party cannot claim relief if the Force Majeure Event is attributable to that party's wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event.
- 21.4 The Provider cannot claim relief if the Force Majeure Event is one which, in accordance with Best Industry Practice, the Provider should have foreseen and provided for the cause in question.

- 21.5 As soon as practicable following the affected party's notification, the parties shall consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and to facilitate the continued performance of this Agreement. Where the Provider is the affected party, it shall take and/or procure the taking of all steps to overcome or minimise the consequences of the Force Majeure Event in accordance with Best Industry Practice.
- 21.6 The affected party shall notify the other party 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.
- 21.7 The Council may, during the continuance of any Force Majeure Event, terminate this Agreement by written notice to the Provider if a Force Majeure Event occurs that affects all or a substantial part of the Services and which continues for more than 5 Working Days.

22. Prevention of Bribery

- 22.1 The Council may terminate this Agreement by written notice with immediate effect, and recover from the Provider all losses resulting from such termination, if the Provider or any of the Provider's Personnel (whether or not acting with the Provider's knowledge):
- (a) directly or indirectly offers, promises or gives any person working for or engaged by the Council a financial or other advantage to;
 - (b) induces that person to perform improperly a relevant function or activity;
 - (c) rewards that person for improper performance of a relevant function or activity;
 - (d) directly or indirectly requests, agrees 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;
 - (e) commits any offence:
 - (i) under Section 117(2) of the Local Government Act 1972;
 - (ii) under the Bribery Act 2010;
 - (iii) under legislation creating offences concerning fraudulent acts; or
 - (iv) at common law concerning fraudulent acts relating to this Agreement or any other contract with the Council.
 - (f) defrauds, attempts to defraud, or conspires to defraud the Council.
- 22.2 Any termination under clause 22.1 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Council.

23. Consequences of Termination

- 23.1 Within 10 Working Days of the End Date the Provider shall procure that all data and other material belonging to the Council (and all media of any nature containing information and data belonging to the Council or relating to the Services), shall be delivered to the Council forthwith and the Provider's Representative shall certify full compliance with this clause.
- 23.2 Any provision of this Agreement that expressly or by implication is intended to come into or continue force on or after the End Date including clause 11 (Indemnities), clause 12 (Limitation of Liability) clause 13 (Insurance), clause 14 (Freedom of Information), clause 15 (Data Protection), clause 16 (Confidentiality), clause 17 (Audit), clause 19 (Termination for Breach), this clause 23 (Consequences of Termination) and clause 36 (TUPE) shall survive termination or expiry of this Agreement.

24. Non-solicitation

Neither party shall (except with the prior written consent of the other) during the term of this Agreement solicit the services of any senior staff of the other party who have been engaged in the provision of the Services or the management of this Agreement or any significant part of it either as principal, agent, employee, independent contractor or in any other form of employment or engagement other than by means of an open national advertising campaign and not specifically targeted at such staff of the other party.

25. Waiver

No forbearance or delay by either party in enforcing its respective rights will prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or of any later breach. In particular, but without limitation to the generality of the foregoing, any prior acceptance or approval communicated by the Council to the Provider in respect of the

Services or any omission on the part of the Council to communicate such prior acceptance or approval shall not relieve the Provider of its obligations to deliver the Services in accordance with the provisions of this Agreement.

26. Cumulation of Remedies

Unless specifically provided otherwise, rights arising under the Agreement are cumulative and do not exclude rights provided by law.

27. Severability

If any of the provisions of this Agreement is judged to be illegal or unenforceable, the continuation in full force and effect of the remainder of them will not be prejudiced.

28. Partnership or Agency

Nothing in this Agreement shall be construed as constituting a partnership between the parties or as constituting either party as the agent of the other for any purpose whatsoever except as specified by the terms of this Agreement.

29. Third Party Rights

29.1 Unless stated otherwise, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

29.2 The rights of the parties to rescind or vary this Agreement are not subject to the consent of any other person.

30. Publicity

30.1 The Provider shall not undertake any activity, including any public statement in either online or offline channels, which will bring the reputation of the Council into disrepute.

30.2 The Provider shall notify the Council with immediate effect as soon as it becomes aware of any activity or information provided by it which, may adversely affect the Council's involvement in this Agreement or the reputation of the Council.

30.3 It shall not make or consent to the making of any public statement or announcement or engage in any promotional or marketing activity (whether through online or offline channels including, but not limited to, posters, leaflets, flyers, media activity, websites, social media sites, signage and events) concerning this Agreement without the Council's consent.

30.4 Any use of the Council's logo must be approved by the Council's Communications and Marketing Team. Use of the Council's logo must comply with the Council's brand guidelines which will determine its position and size in relationship to any partner/other logos. The appropriate version of the Council's logo shall be supplied by the Council's Communications and Marketing Team who will ensure the relationship with the Council is made clear (e.g. 'working in partnership with').

31. Notices

31.1 Notices shall be in writing and shall be sent to the other party's Authorised Representative at that party's registered office or usual place of business (as the case may be) if sent by first-class mail or to the Authorised Representative's email address if sent by email.

31.2 Correctly addressed notices sent by first-class mail shall be deemed to have been delivered 48 hours after posting.

31.3 Correctly addressed notices sent by email shall be deemed to have been delivered at the time of transmission if sent between 9am and 5pm on a Working Day or otherwise at 9am on the next Working Day.

32. Taxation, National Insurance and Employment Liability

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

33. Transparency

33.1 In order to comply with the Government's policy on transparency in the areas of contracts and procurement the Council is required to publish information on its website detailing any item of expenditure over £500 and any contract with a value that exceeds £5,000. The information published will include the Provider's details and the Charges to be paid. The parties acknowledge that this information is not confidential information or commercially sensitive information.

33.2 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA or the EIR, the content of this Agreement is not confidential information or commercially sensitive information. The Council shall be responsible for determining at its absolute discretion whether any of the content of this Agreement is for disclosure in accordance with the FOIA or the EIR. Notwithstanding any other term of this Agreement, the Provider hereby gives its consent for the Council to publish this Agreement in its entirety (but with any information which is exempt from disclosure in accordance with the FOIA or the EIR redacted) including from time to time agreed changes to this Agreement, to the general public.

34. Modern Slavery

To the extent that the Modern Slavery Act 2015 may apply to the Provider, the Provider:

- (a) shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time and not engage in any activity which would constitute an offence;
- (b) represents and warrants that it is compliant with its obligations under the Modern Slavery Act 2015 and that neither the Provider nor any of the Provider's Personnel:
 - (i) have been convicted of any offence involving slavery and human trafficking;
 - (ii) have been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking;
- (c) shall implement due diligence procedures for its own suppliers, sub-contractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains and include contractual commitments aligned with those in this clause.

35. Whistleblowing

- 35.1 The Provider shall ensure that it has a whistleblowing procedure which shall be provided to the Council upon request.
- 35.2 The Provider confirms that the Council is authorised as a person whom the Provider's Personnel may make a qualifying disclosure under the Public Interest Disclosure Act 1998 and declares that any of the Provider's Personnel making a protected disclosure (as defined by the said Act) shall not be subjected to any detriment and the Provider's Personnel will be made aware of this provision. The Provider further declares that any provision in any contract purporting to preclude a member of the Provider's Personnel from making a protected disclosure is void.
- 35.3 The Provider shall ensure that the Provider's Personnel are aware of the Council's whistleblowing policy (available on the Council's website) and the arrangements to be followed in the event of them having any concerns and wishing to make a disclosure pursuant to the policy.

36. TUPE

The parties do not expect there to be a Relevant Transfer at the Commencement Date or the End Date.

37. Entire Agreement

This Agreement, the schedules and the documents annexed to it or otherwise referred to in it contain the whole agreement between the parties relating to its subject matter and supersede all prior agreements, arrangements and understandings between the parties relating to that subject matter.

38. Counterparts and Electronic Signatures

- 38.1 This Agreement may be executed in any number of counterparts, each of which when executed and delivered by email (in pdf format or as otherwise agreed by the parties) or otherwise shall constitute an original of this Agreement, but all the counterparts shall together constitute the same agreement.
- 38.2 Where this Agreement is executed, scanned and transmitted electronically or where electronic signing software is used, electronic signatures shall be deemed original signatures for the purposes of this Agreement and all matters related to it, with such electronic signatures having the same legal effect as original "wet ink" signatures.

39. Governing Law and Jurisdiction

- 39.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales.
- 39.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter.

SCHEDULE 1 – SERVICES

Practitioners Training Sessions and Leadership and Management Training Sessions

The delivery of a bespoke multi-agency training and development programme in restorative and relational practice across the County by L30 Relational Systems.

The programme will specifically support the transformation of children's social care services in line with the national requirements set out in the Families First Partnership Programme (DfE 2025) and the Children's Social Care National Framework (DfE 2023).

The training will:

- Embed a consistent, evidence-informed practice framework across agencies.
- Strengthen multi-agency collaboration in areas such as family help, child protection, and family group decision-making.
- Promote a shared language, values, and understanding among professionals.
- Support whole-family working through integrated multi-agency teams.
- Align with national expectations for joint decision-making, effective information sharing, and integrated service delivery.

The programme is underpinned by the L30 restorative framework, which promotes working *with* people rather than doing *to* or *for* them. It includes:

- Leadership and management training for approximately 150 leaders (5 half-day sessions over 6 months).
- Whole workforce training for 1000 staff across the partnership (2 full-day sessions plus 2 half-day follow-ups).
- A three-day restorative and relational practice course, combining presentations, interactive discussions, and practical exercises.

Key learning areas include:

- Relationship building and maintenance
- Restorative conversations and conflict resolution
- Circle processes and fair process
- Strengths-based approaches and affective statements
- Applying the "working WITH" model and L30 three bubbles
- Language and communication with children and families

The programme will be customised to reflect local priorities, roles, and service contexts. Delivered using action learning principles to encourage reflection, questioning, and practical application. And supported by practice development groups, and monthly check-ins to embed learning.

All participants will receive a comprehensive set of handouts and copy of Mark Finnis' bestselling book on restorative practice

All training will meet National Standards for Restorative Practitioners and be tailored to the needs of individuals, teams, and services.

Practitioners Training Sessions will be from 10 November 2025 until 7 July 2026.

Leadership and Management Training Sessions from 11 November 2025 until 30 September 2026.

SCHEDULE 2 - PROPOSAL



L30relationalsystems.co.uk

Nottinghamshire County Council

Restorative and relational based practice describe a way of being, an underpinning ethos, which enables us to build and maintain healthy relationships, resolve difficulties and repair harm when relationships breakdown.

L30 provides an explicit framework which embodies the principles, values and practices of the philosophy of restorative and relational practice. It is founded on the principles of working 'with' people, rather than doing 'to' or 'for' others. When we work with and alongside people, rather than make decisions about them in isolation, outcomes and impact are so much greater.

Building your bespoke program – one size fits one

We'll work with you to get a clear understanding of your objectives, training support requirements to ensure we deliver in a way that works for you. More importantly, we help you to plan and launch to ensure that new knowledge is embedding across your services and systems.

Customising your solutions

Training and development experience that matches your culture and feels like your own, matched to your priorities, implementation plan, improvement journey and outcomes framework.

Embedding the knowledge

We help you run follow up practice development workshops where individuals or teams can come back together again to present back on topics, showcase how they have applied new knowledge to their roles and build success stories and case studies to encourage further engagement.

Year long implementation of learning reflection and application across the whole system of restorative and relational based practice.

In addition we have regular online check in meetings each month with system leaders and face to face check ins when needed in addition.

The anticipated outline of our learning programme is as follows,

Leadership and management courses – 90 approx.

5 half days sessions per person over 6 months

8 groups – average of 10/12 places per group

£21,100 plus vat

600 staff from across the whole partnership - Groups of 20 places per course

2 full day sessions plus 2 half day sessions, approx.10 weeks after the course has finished and then 10 weeks after the first follow up session

30 groups – currently 600 colleagues

£111,000 plus vat

We will deliver a Nottinghamshire County Council bespoke designed programme aligned to your strategic objectives, and importantly contextually relevant.

Our innovative approach is designed to deliver skills-based learning that will promote and embed practice across all of your services. The format is based on action learning principles, learning, questioning, reflecting, and strength-based approaches.

We use restorative principles to assist participants in clarifying group protocols, giving direct input and facilitating group reflection.

Will develop a range of skills to enable restorative working, identify what good practice looks like and the importance of shared experiences, shared learning, and exploration in collaboration with others.

At the end of each two day training participants will agree a gap task (homework) to practice skills learnt and bring back their learning to the PDG's. This is all aimed at moving the content into their specific context (role and responsibility) and aiming to build competency to improve their confidence.

We believe our strength lies with our ability to tailor training solutions and customise to be role specific, contextually relevant, and underpinned by practical and real-life cases and examples (we build on existing knowledge and strengths), current projects, and learning goals to make the courses as relevant and effective as possible.

We understand that each learner group will have individual needs, with different learning styles, and that teams (and individuals) across organisations are all unique. We value difference and offer a diverse learning experience, embracing this very concept.

We will deliver a training and development programme that aligns with your values and culture, matched to your priorities, with a robust implementation plan, and defined outcomes framework.

We enhance our training with up-to-date research and evaluations from around the world.

Three -day Restorative and Relational Practice Course

This training is set usually over two sequential days. It has been specifically designed to support learning about practising working through a relational and restorative framework. The approach to learning will be combination of presentations, interactive discussions and group and personal exercises. The emphasis will be on engagement and using the skills and knowledge of the whole group.

Always Modelling the model. After all, if we aren't modelling what we are teaching, we are teaching something different.

The key learning points for the three-day trainings are:

- An introduction to the concepts, theories and philosophy of restorative practice
- The importance of the building and maintaining of relationships
- Exploring humans first, professionals second – personal, private and professional self
- Connecting before content – Investing in the relationship piggy bank
- Building belonging and community – exploring significant and important others
- Exploring language and how we talk, describe and write about children and families – in conversations, in reports, assessments ect
- An overview of the restorative from informal to formal and skills involved at each stage
- Having difficult (necessary) and strength-based conversations
- Affective statements
- Using the L30 three bubbles to structure conversations and meetings differently
- In-depth learning of the working WITH model and applying it to practice – High challenge and high support model
- Fair Process – 3 E's
- To learn skills which will enable the user to apply restorative practices in an informal manner
- The restorative context for circles
- Safety in the circle
- Circle processes and practice
- Proactive and responsive circles
- Solution focused circles – meetings, peer supervision etc
- Importance of preparing participants for meetings
- Understanding the five-step process – a more formal structure
- What you don't repair will be repeated - managing conflict and tensions in a way that repairs harm

- Action planning and implementation time

All training delivered *will* provide delegates with the practical skills & underpinning knowledge, enabling them to use these immediately on completion of training.

All training fits with National Standards for Restorative Practitioners and the Best Practice Guidance document for 2012.

All content will be bespoke and tailored to meet the needs of individuals, teams, services and geographical areas.

All staff would receive a comprehensive set of handouts and a copy of Mark Finnis number 1 selling book on restorative practice to accelerate learning and as a learning tool following the training.

£132,000 plus vat

All costs are subject to travel, overnight in a hotel and daily subsistence at £30 per day.

Document Information

Document

Title	Restorative and Relational Practice Programme Agremenet (for
ID	0564b727-85f4-4ae4-bdd3-befe50ba60a5
Status	Signed
Sender	Trevor Maxwell (trevor.maxwell@nottsc.gov.uk)
Dept/business	Nottinghamshire County Council - Legal Services
Dept/business ID	nottinghamshire-county-council-legal-services
PDF Certified	True

Recipients

Name	Role	Authentication	Sign time
Diana Bentley <diana.bentley@nottsc.gov.uk>	Signer	Email	Tue, 25 Nov 2025 13:00:35 +0000
Amanda Collinson <amanda.collinson@nottsc.gov.uk>	Signer	Email	Tue, 25 Nov 2025 13:33:33 +0000

History

Event	Email	IP address	Date/Time
Restorative and Relational Practice Programme Agreement (for created by Trevor Maxwell	trevor.maxwell@nottsc.gov.uk	46.18.177.137	Mon, 24 Nov 2025 16:24:10 +0000
Restorative and Relational Practice Programme Agreement (for emailed to Diana Bentley (attachments: restorative-and-relational-practice-programme-agreement-for.pdf)	trevor.maxwell@nottsc.gov.uk		Mon, 24 Nov 2025 16:24:11 +0000
diana.bentley@nottsc.gov.uk opened email for document Restorative and Relational Practice Programme Agreement (for	diana.bentley@nottsc.gov.uk		Mon, 24 Nov 2025 16:24:17 +0000
Restorative and Relational Practice Programme Agreement (for reminder email sent to Diana Bentley	trevor.maxwell@nottsc.gov.uk		Tue, 25 Nov 2025 10:54:04 +0000
<diana.bentley@nottsc.gov.uk> Name change from 'Restorative and Relational Practice Programme Agreement (for' to 'Restorative and Relational Practice Programme Agremenet (for'	trevor.maxwell@nottsc.gov.uk	46.18.177.137	Tue, 25 Nov 2025 10:58:26 +0000
Restorative and Relational Practice Programme Agremenet (for visited by Diana Bentley	diana.bentley@nottsc.gov.uk	46.18.177.137	Tue, 25 Nov 2025 12:59:02 +0000
<diana.bentley@nottsc.gov.uk> Signature applied (page 1)	diana.bentley@nottsc.gov.uk	46.18.177.137	Tue, 25 Nov 2025 13:00:25 +0000
Restorative and Relational Practice Programme Agremenet (for completed by Diana Bentley	diana.bentley@nottsc.gov.uk	46.18.177.137	Tue, 25 Nov 2025 13:00:35 +0000
<diana.bentley@nottsc.gov.uk> Clicked button with text: By clicking this button I hereby ACCEPT the terms of this document	diana.bentley@nottsc.gov.uk	46.18.177.137	Tue, 25 Nov 2025 13:00:35 +0000
Signer offered option to accept or reject document	diana.bentley@nottsc.gov.uk	46.18.177.137	Tue, 25 Nov 2025 13:00:35 +0000
Ticked checkbox for statement: I understand that accepting the terms of this document creates a legally binding obligation.	diana.bentley@nottsc.gov.uk	46.18.177.137	Tue, 25 Nov 2025 13:00:35 +0000
Ticked checkbox for statement: I confirm that I am authorised to accept the terms of this document.	diana.bentley@nottsc.gov.uk	46.18.177.137	Tue, 25 Nov 2025 13:00:35 +0000
Restorative and Relational Practice Programme Agremenet (for emailed to Amanda Collinson (attachments: restorative-and-relational-practice-programme-agremenet-for.pdf)	trevor.maxwell@nottsc.gov.uk		Tue, 25 Nov 2025 13:00:37 +0000

