Dated 23rd day of December 2025

Blaby District Council

the heart of Leicestershire

SHORT FORM CONTRACT

FOR

THE PROVISION AND INSTALLATION OF A TAPERED ELEMENT OSCILLATING MICROBALANCE FILTER DYNAMICS MEASUREMENT SYSTEM

BETWEEN

BLABY DISTRICT COUNCIL

and

MATTS MONITORS LIMITED

COMMENCEMENT DATE:

EXPIRY DATE:

SHORT FORM CONTRACT TERMS & CONDITIONS FOR GOOD AND/OR SERVICES

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SHORT FORM CONTRACT TERMS & CONDITIONS FOR GOOD AND/OR SERVICES

This Agreement is made on the 23 **day of** December **2025**

BETWEEN:

(1) **Blaby District Council** of is Council Offices, Desford Road, Narborough, Leicestershire LE19 2EP (the "Council"); and

(2) **Matts Monitors Ltd** (Company Registration number 08501849) whose registered address is 1 Court Mews London Road, Charlton Kings, Cheltenham, Gloucestershire, United Kingdom, GL52 6HS (the "Supplier").

(together "the Parties" and each a "Party").

WHEREAS:

The Council and the Supplier have entered into this Contract (as defined below) whereby the Supplier shall provide the Goods and/or Services (as defined in Schedule 1) on the terms and conditions and Schedules set out in this Contract and the Council shall pay to the Supplier the Price in respect of those Goods and/or Services (as set out in Schedule 2).

IT IS HEREBY AGREED as follows:

A. PRELIMINARIES

1. DEFINITIONS AND INTERPRETATION

In this Contract the following terms and expressions shall have the following meanings:

"Approval"	means the prior written consent of the Council and **"Approve"** and **"Approved"** shall be interpreted accordingly;
"Auditor"	means: a) the Council's internal and external auditors; b) the Council's statutory or regulatory auditors; c) any party formally appointed by the Council to carry out audit or similar review functions; and successors or assigns of any of the above;

"Best Value Duty"	means the duty imposed by section 3 of the Local Government Act 1999 (the LGA 1999) as amended, and under which the Council is under a statutory duty to continuously improve the way its functions are exercised, having regard to a combination of economy, efficiency and effectiveness and to any applicable guidance issued from time to time;
"Calendar Day"	means a 24 hour day which shall include weekends and bank holidays in England and Wales;
"Change in Law"	means any change in Law or policy which impacts on the supply of the Goods and/or Services and performance of the Contract Terms which comes into force after the Commencement Date;
"Commencement Date"	means the date of this Contract;
"Commercially Sensitive Information"	means commercially sensitive information relating to the Supplier, its Intellectual Property or its business or which the Supplier has indicated to the Council that, if disclosed by the Council, would cause the Supplier significant commercial disadvantage or material financial loss;
"Confidential Information"	means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the Service, the business, affairs, properties, assets, trading practices, developments, trade secrets, Intellectual Property Rights, know-how, Employees and suppliers of either Party, all personal data and sensitive personal data (within the meaning of the Data Protection Act);
"Contract"	means these terms and conditions and any Schedules;
"Contract Period"	means the full term of this Contract from the Commencement Date until the Expiry Date, which shall in no event exceed a maximum duration of one (1) year;
"Council"	means Blaby District Council and where the context so admits includes any person which takes over or assumes the statutory functions or administrative responsibilities of the Council (whether in whole or in part) or which is controlled by or is under common control with the Council (and the expression "control" shall mean the power to direct or cause the direction of the general management and policies of the person in question but only for so long as such control exists);

"Council's Contract Manager"	means the person duly appointed by the Council and notified in writing to the Supplier to act as the representative of the Council for the purpose of the Contract or as amended from time to time, as set out in Schedule 4;
"Default"	means any breach of the obligations of the Supplier (including but not limited to a material breach) or any other default, act, omission, negligence or negligent statement of the Supplier, the Supplier Employees or of its Sub-Contractors (howsoever arising) in connection with or in relation to the subject-matter of this Contract and in respect of which the Supplier is liable to the Council;
"Delivery"	means in respect of Goods, the time at which the Goods have been delivered and in respect Services the time at which the Services have been provided or performed by the Supplier in accordance with this Contract and accepted by the Council, and "**Deliver**" and "**Delivered**" shall be interpreted accordingly;
"Delivery Instructions"	means the instructions provided in the Specification and/or any other information that the Council considers appropriate for the provision of the Goods;
"Dispute"	means any dispute, difference or question of interpretation arising out of or in connection with this Contract, including any dispute, difference or question of interpretation relating to the Goods and/or Services, failure to agree in accordance with the Variation procedure or any matter where this Contract directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure;
"Dispute Resolution Procedure"	means the dispute resolution procedure set out in this Contract, clause 31 (Dispute Resolution Procedure);
"Due Diligence Information"	means any information supplied to the Supplier by or on behalf of the Council prior to the Contract Commencement Date;
"EIR"	means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations;
"Employee"	means all persons engaged by the Supplier to perform this Contract and which shall include the Supplier's directors, officers, employees, agents, consultants, suppliers and/or any Sub-contractor;

"FOIA"	means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations;
"Force Majeure"	means any event materially affecting the performance by a Party of its obligations under this Contract arising from any act, event, omission, happening or non-happening beyond its reasonable control affecting either Party, including, but not limited to: fire, flood, earthquake, storm or other natural disaster, epidemic or pandemic, explosion, terrorist attack; nuclear, chemical or biological contamination; compliance with any governmental order/regulation which comes into effect after the Commencement Date;
"Fraud"	means any offence under any Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts including acts of forgery;
"General Change in Law"	means a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) and which is not a Specific Change in Law;
"Good Industry Practice"	means standards, practices, methods and procedures conforming to the Law and the exercise of such degree of skill, diligence, care and foresight which would reasonably and ordinarily be expected from a skilled and experienced Supplier engaged in the supply of Goods and/or Services similar to the Goods and/or Services under the same or similar circumstances as those applicable to this Contract;
"Goods"	means the goods to be provided by the Supplier to the Council as specified in Schedule 1 (the Goods Specification) in accordance with the Contract;
"Intellectual Property"	means patents, inventions, trademarks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off;

"Law"	means any applicable Act of Parliament, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the Royal Prerogative, enforceable community right within the meaning of section 2 of the European Communities Act 1972, bye-law, regulation, order, regulatory policy, mandatory guidance or code of practice, judgement of a relevant court of law, or directives or requirements of any regulatory body of which the Supplier is bound to comply;
"LED"	means the Law Enforcement Directive *(Directive (EU) 2016/680);*
"Liabilities"	means all costs, actions, demands, expenses, losses, damages, claims, proceedings, awards, fines, orders and other liabilities (including reasonable legal and other professional fees and expenses) whenever arising or brought;
"Materials"	means any and all works of authorship and materials developed, written or prepared on whatever media for the purposes of or in connection with the Goods and/or Services including, without limitation, any and all reports, studies, data, databases, diagrams, charts, specifications, software, pre-contractual and contractual documents and all drafts thereof and working papers relating thereto;
"Month"	means a calendar month and "**Monthly**" shall be interpreted accordingly;
"Party"	means the Council or the Supplier and "**Parties**" shall mean both of them;
"Premises"	means premises owned, controlled or occupied by the Council, which are made available for use by the Supplier or its Sub-Contractors for provision of the Goods and/or Services (or any of them);
"Price"	means the total price of the Goods and/or Services (exclusive of any applicable VAT) as set out in the Quotation, payable to the Supplier by the Council under this Contract as set out in Annex 1 of Schedule 2 (Contract Price, Payment and Insurance);
"Prohibited Act"	means any of the following constitute prohibited acts: a) to directly or indirectly offer, promise or give any person working for or engaged by the Council a financial or other advantage to: i) induce that person to perform improperly a relevant function or activity; or

ii) reward that person for improper performance of a relevant function or activity;

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 Contract;

c) committing any offence:

i) under the Bribery Act 2010; or

ii) under legislation or common law creating offences concerning fraudulent acts relating to this Contract or any other contract with the Council; or

iii) defrauding, attempting to defraud or conspiring to defraud the Council; or

iv) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;

"Quotation"	means the Supplier's quotation for the Goods and/or Services in response to the Council's Request for Quotation;
"Records"	means all documents, data or other information relating to, produced, or received as part of or in connection with the Goods and/or Services and stored on whatever medium;
"Regulatory Bodies"	means those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate or influence the matters dealt with in the Contract or any other affairs of the Suppliers and "**Regulatory Body**" shall be interpreted accordingly;
"Replacement Supplier"	means any company, organisation or person who replaces the Supplier following termination or expiry of all or part of this Contract;
"Schedules"	means the schedules attached to this Contract;
"Serious Untoward Incident"	means an incident or accident or near-miss where a person whether a Service User, member of staff or member of the public suffers serious harm or injury, major permanent harm or unexpected death on the Supplier's premises or where the Goods are being delivered and the Services provided or where the actions of the Supplier, the Employees or the Council are of significant public concern;

"Services"	means the services to be provided by the Supplier to the Council as specified in Schedule 1 (the Services Specification) in accordance with the Contract, together with all equipment required and any associated goods provided by the Supplier in relation to those services
"Service Users"	means those individuals who access the Services
"Specification"	means the specification setting out the Council's detailed requirements in relation to the Goods and/or Services to be provided as set out at Schedule 1;
"Specific Change in Law"	means a Change in Law that relates specifically to the business of the Council, and which would not affect a comparable Supply;
"Standards"	means any Technical and/or Quality: (i) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with; or (ii) standards detailed in the contract specification (Goods and/or Specification) or agreed between the Parties from time to time; relevant Government codes of practice and guidance applicable from time to time;
"Sub-Contract"	means any contract or agreement or proposed contract or agreement between the Supplier and any third party whereby that third party agrees to provide to the Supplier the Goods and/or Services or any part thereof or facilities, services necessary for the provision of the Goods and/or Services or any part thereof or necessary for the management, direction or control of the provision of the Goods and/or Services or any part thereof;
"Sub-Contractor"	means any person engaged by or on behalf of the Supplier as may be permitted under this Contract;
"Supplier"	means the person, firm or company with whom the Council enters into the Contract as identified in the Form of Contract;
"Supplier's Contract Manager"	means the name of the person duly notified to the Council in writing by the Supplier as the person responsible for managing the Contract, as set out in Schedule 4;
"Supplier's Equipment"	means the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other

	items supplied and used by the Supplier (but not hired, leased or loaned from the Council) in the performance of its obligations under this Contract;
"Termination Notice"	means a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Contract on a specified date and setting out the grounds for termination;
"Valid Invoice"	means an invoice issued by the Supplier to the Council that contains all appropriate references and a detailed breakdown of the Goods and/or Services provided and that is supported by any relevant documentation reasonably required by the Council to substantiate the invoice;
"VAT"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"Working Day"	means Monday to Friday, excluding public and bank holidays in England and Wales;
"Year"	means a calendar year and "**Annually**" shall be interpreted accordingly.

1.2 Reference in this Contract to:

1.2.1 any statute, statutory instrument, order, regulation or other similar instrument ("legislation") shall be construed as a reference to the legislation as amended, replaced or re-enacted from time to time;

1.2.2 any reference to a statutory regulatory or registration body or authority shall include any successor body or authority or replacement from time to time performing the same or similar functions;

1.2.3 (except where the context otherwise requires) words denoting the singular include the plural and vice-versa, words denoting any gender include all genders and words denoting persons include suppliers and corporations and their successors and permitted assigns or transferees and vice-versa; and

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

1.4 The index and headings to the clauses, appendices and schedules of this Contract are for ease of reference only and will not affect its construction or interpretation.

2 DUE DILIGENCE

2.1 The Supplier acknowledges that:

2.1.1 the Council 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 Contract; and

2.1.2 it has made its own enquiries to satisfy itself as to the accuracy and adequacy of the Due Diligence Information and has entered into this Contract in reliance on its own due diligence alone.

3 WARRANTIES AND REPRESENTATIONS

3.1 The Supplier warrants and represents that:

3.1.1 it has full capacity and authority to enter into and to perform its obligations under this Contract;

3.1.2 it has all necessary licences, rights and permissions to carry out its obligations under this Contract;

3.1.3 it has full, clear and unencumbered title to all the Goods supplied and on Delivery the Council shall acquire a valid and unencumbered title to the Goods;

3.1.4 this Contract is executed by its duly authorised representatives;

3.1.5 in entering the Contract it has not committed any Fraud and/or offence under the Prevention of Corruption Acts 1889 to 1916, or the Bribery Act 2010;

3.1.6 this Contract shall be performed in compliance with all Laws (as amended from time to time) and all applicable Standards;

3.1.7 it shall act in good faith in the performance of all terms and obligations set out in this Contract, and shall take such action as may be necessary or appropriate in order to perform this Contract;

3.1.8 it shall conduct its business in a manner that is consistent with the principles of the Modern Slavery Act 2015;

3.1.9 it is not in Default in the payment of any due and payable taxes or social security contributions or in the filing, registration or recording of any document required by Law which Default might have a material adverse effect on its business, assets or financial condition or its ability to provide the Goods and/or Services or its obligations under the Contract;

3.2 The Supplier warrants and represents that for the Contract Period the Goods and/or Services will be provided:

3.2.1 in a proper, skilful and workmanlike manner;

3.2.2 by a sufficient number of appropriately qualified, trained and experienced Employees with a high standard of skill, care and due diligence and in accordance with good industry practice and, where applicable, will be subject to staff vetting procedures, quality standards and any DBS requirements notified to the Supplier from time to time;

3.2.3 in accordance in all respects with the requirements of any applicable Law from time to time in force and that it has and will continue to hold all necessary regulatory approvals from any regulatory body necessary to perform the Supplier's obligations under the Contract;

3.2.4 in accordance with the specification set out in Schedule 1 to this Contract and any descriptions provided by the Supplier;

3.2.5 to the reasonable satisfaction of the Council and of satisfactory quality;

3.3 If at any time the Council becomes aware that a warranty or representation given by the Supplier under clauses 3.1 to 3.2 has been breached, is untrue or is misleading, it shall immediately notify the Supplier of the relevant occurrence in sufficient detail to enable the Supplier to make an accurate assessment of the situation.

4 ENTIRE AGREEMENT

4.1 The Contract and the documents referred to in it constitute the entire agreement between the Parties relating to the subject matter of this Contract. The Contract supersedes all prior negotiations, representations and undertakings, whether written or oral, except that this clause 4.1 shall not exclude liability in respect of any fraudulent misrepresentation.

B. DURATION OF CONTRACT

5 CONTRACT PERIOD

5.1 The Contract shall commence on the Commencement Date and shall continue for the Contract Period unless terminated as hereinafter provided.

5.2 **NOT USED**

C. CONTRACT PERFORMANCE AND GOVERNANCE

6 SUPPLY OF GOODS AND/OR SERVICES

6.1 The Supplier shall supply the Goods and/or Services during the Contract Period in accordance with the Specification and Council's requirements as set out in this Contract. The Supplier agrees that the Council relies on the skill and judgment of the Supplier in the provision of the Goods and/or Services and the performance of its obligations under this Contract during the Contract Period.

6.2 If the Council informs the Supplier in writing that the Council reasonably believes that any part of the Goods and/or Services does not meet the requirements of

the Contract or differs in any way from those requirements, the Supplier shall at its own expense re-schedule and carry out the Goods and/or Services in accordance with the requirements of the Contract within such reasonable time as may be specified by the Council.

7 QUALITY STANDARDS AND GOVERNANCE

7.1 The Supplier shall be responsible for obtaining and maintaining all licences, authorisations, consents or permits required in relation to the performance of its obligations under this Contract.

7.2 The Supplier shall at all times comply with the Technical Standards and the Quality Standards specified in the Contract, and where applicable shall maintain accreditation with the relevant Quality Standards' authorisation body. To the extent that the standard to which the Goods and/or Services must be provided has not been specified in the Contract, the Supplier shall agree the relevant standard for the provision of the Goods and/or Services with the Council prior to the provision of the Goods and/or Services, and in any event, the Supplier shall perform its obligations under the Contract in accordance with all applicable Law and Good Industry Practice.

7.3 The Supplier shall be responsible for the accuracy of all drawings, plans, documentation and information supplied to the Council in connection with the performance of this Contract.

7.4 The Supplier shall ensure that its Employees shall at all times during the Contract Period:

7.4.1 faithfully and diligently perform those duties and exercise such powers as necessary in connection with the provision of the Goods and/or Services;

7.4.2 obey all lawful instructions and reasonable directions of the Council and provide the Goods and/or Services to the reasonable satisfaction of the Council; and

7.4.3 apply all reasonable skill, care and diligence.

7.5 The Supplier shall perform its obligations under the Contract in a timely manner.

7.6 **NOT USED**

7.7 **NOT USED**

8 CONTINUOUS IMPROVEMENTS AND BEST VALUE DUTY

8.1 The Supplier shall have an ongoing obligation throughout the Contract Period to identify new or potential improvements to the provision of the Goods and/or Services, with a view to reducing the Council's costs and/or improving the quality and efficiency of the Goods and/or Services and their supply. The Supplier shall ensure that the information that it provides to the Council shall be sufficient for the Council to decide whether any improvement should be implemented.

8.2 The Supplier must (to the extent that is reasonably practicable) co-operate with and assist the Council in fulfilling its Best Value Duty.

9 PERFORMANCE MONITORING

9.1 The Supplier shall provide the Goods and/or Services in accordance with the Specification set out in Schedule 1 to this Contract and shall comply and co-operate with any reasonable instructions given by the Council's Contract Manager.

9.2 The Supplier shall comply with the monitoring arrangements referred to in this Contract including, but not limited to, providing such data, Management Information and Performance Monitoring Reports as the Supplier may be required to produce in accordance with the provisions of this Contract.

9.3 The Supplier shall be responsible for compliance with and ensure that all obligations are performed in accordance with the health and safety requirements and any information and data security policy or rules notified by the Council to the Supplier from time to time.

9.4 The Supplier will be responsible at its own cost and expense for the provision of all necessary Employees, Materials and equipment for the management and execution of any obligation under the Contract.

9.5 If the Supplier at any time becomes aware of any material matter that could affect the performance of the Goods and/or Services in accordance with the Contract, the Supplier shall inform the Council immediately.

10 SUPPLIER'S FINANCIAL STABILITY

10.1 The Supplier shall notify the Council immediately if it becomes aware of anything, any event or occurrence, current or future that may result in the Supplier potentially being unable to continue as a going concern.

11 CORPORATE REQUIREMENTS

11.1 The Supplier shall comply with the terms of the Human Rights Act 1998 as if it were a public body and was subject to its terms.

11.2 The Supplier shall comply with the Modern Slavery Act 2015 and shall notify the Council immediately in writing if it becomes aware or has reason to believe that it or any of its officers, Employees, agents or Sub-contractors, have committed an offence under the Modern Slavery Act 2015. Such notice shall set out full details of the circumstances of the breach or the potential breach of the Supplier's obligations.

11.3 The Supplier shall perform its obligations under this Contract in accordance with:

11.3.1 all applicable Law and Good Industry Practice;

11.3.2 Council policies and rules on, but not limited to, equality and diversity; environmental; health and safety; whistleblowing and/or any other Council policies and rules that the Council may deem appropriate from time to time.

12 RECORD KEEPING AND MONITORING

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

12.2 The Supplier shall keep the records and accounts referred to in clause 12.1 in accordance with Law and Good Industry Practice and shall maintain throughout the Contract Period safe and effective procedures against the destruction or loss or unauthorised use or alteration of the records and accounts.

13 AUDIT ACCESS AND INSPECTION

13.1 The Supplier shall permit any Auditor access to the records and accounts referred to in clause 12.1 at the Supplier's premises and/or provide records and accounts or copies of the same, as may be required by any of the Auditors from time to time during the Contract Period.

13.2 The Council shall have the right from time to time to conduct an inspection of the Suppliers premises, operations, facilities, working conditions and its quality, environmental, equality and diversity and health and safety procedures and systems as may be required by the Supplier to provide the Goods and/or Services under this Contract.

D. PAYMENT, EXPENSES AND TAXATION

14 PRICE AND PAYMENT

14.1 The Council shall pay the Price for the Goods and/or Services to the Supplier as set out in Schedule 2 (Contract Changes, Payments and Insurance) of the Contract, which shall be inclusive of all costs and expenses incurred by the Supplier in providing the Goods and/or Service , in accordance with the terms of this Contract.

14.2 The Contract Price does not include Value Added Tax (VAT). The Supplier shall add VAT to the Price at the prevailing rate as applicable and will be paid by the Council following delivery of a Valid Invoice.

14.3 The Price shall be payable by the Council in two instalments, with 50% to be paid when the Council places an order for the Goods and/or Services and 50%

to be paid upon the installation of the Goods to the Council's satisfaction, provided that the Supplier submits a Valid Invoice containing appropriate details as agreed with the Council's Contract Manager together with documentary evidence required to substantiate the invoice.

14.4 **Not used**

14.5 Payment of any valid and undisputed invoice will be made no later than thirty (30) Calendar Days following the date of receipt and agreement of the invoice by the Council for Goods and/or Services supplied to the satisfaction of the Council.

14.6 Where the Supplier enters into a Sub-contract it shall ensure that a provision is included in such Sub-contract which requires payment to be made of all sums due by the Supplier to the Sub-contractor no later than thirty (30) Calendar Days following the date of receipt and agreement of a valid and undisputed invoice, in accordance with the terms of the Sub-contract.

14.7 The Council reserves the right to withhold payment of the relevant part of the Price without payment of interest where the Supplier has either failed to provide the Goods and/or Services at all or has provided the Goods and/or Services inadequately and any invoice relating to such Goods and/or Services will not be paid unless or until the Goods and/or Services have been supplied to the Council's satisfaction.

14.8 The Council will be entitled but not obliged at any time or times without notice to the Supplier to set off any liability of the Council to the Supplier against any liability of the Supplier to the Council (in either case howsoever arising and whether any such liability is present or future, liquidated or unliquidated and irrespective of the currency) and may for such purpose convert or exchange any sums owing to the Supplier into any other currency or currencies in which the obligations of the Council are payable under this Contract. The Council's rights under this clause 14.8 will be without prejudice to any other rights or remedies available to the Council under this Contract or otherwise.

14.9 Where the Council seeks to vary the quantity and/or specification of the Goods and/or Services (a "Variation"), such Variation shall be discussed with the Supplier. Where such Variation is agreed with the Supplier, the Supplier shall be bound to provide the Goods and/or Services as so varied. Upon such variation the Price payable to the Supplier shall be revised in accordance with the Variation procedures detailed in clause 47 (Contract Variation) to properly and fairly reflect the nature and extent of the Variation. The Supplier shall provide the Council with such information and documentation as the Council may reasonably require to calculate the Price Variation.

14.10 Each of the Parties will pay their own costs and expenses incurred in connection with the negotiation, preparation, execution, completion and implementation of this Contract.

15 RECOVERY OF SUMS

15.1 If any sum of money shall at any time have been, or becomes, recoverable from, or payable by the Supplier to the Council (including any sum which the Supplier is liable to pay to the Council in respect of any breach of the Contract), the Council is entitled to deduct that money from any moneys due under this Contract or any other contract between the Council and the Supplier, irrespective of when such money shall have been or becomes payable or recoverable.

E. SUPPLIERS PERSONNEL AND WORKFORCE MATTERS

16 COUNCIL'S CONTRACT MANAGER

16.1 The Council shall at all times during the period of the Contract employ a competent Contract Manager authorised to act on behalf of the Council for all purposes connected with this Contract. Details of that person are set out in Schedule 4.

17 SUPPLIER'S CONTRACT MANAGER

17.1 The Supplier shall employ a competent and authorised Contract Manager authorised to act on behalf of the Supplier for all purposes connected with the Contract. This could be the service manager or another suitable authorised Employee. Details of that person are set out in Schedule 4.

17.2 The Supplier shall ensure that the Council is aware who the Contract Manager is and who, in their absence, is suitable and authorised to act.

18 SUPPLIER'S EMPLOYEES

18.1 The Supplier shall ensure that all Employees engaged in the provision of Goods and/or Services under this Contract:

18.1.1 are appropriately qualified, trained and experienced to provide the Goods and/or Services with all reasonable skill, care and diligence;

18.1.2 are vetted in accordance with Good Industry Practice and, where applicable and the Standards of the Council;

18.1.3 have the legal right to work in the United Kingdom; and

18.1.4 comply with all reasonable requirements of the Council concerning conduct at the Council Premises, including Health and Safety and security requirements notified to the Supplier from time to time;

18.2 The Supplier shall ensure that, where appropriate, the national minimum wage is paid to relevant Employees in accordance with the National Minimum Wage Act 1998.

18.3 The Supplier shall ensure that during the Contract Period it has sufficient Employees to provide the Goods and/or Services to the specified quality

Standards during periods of staff absences due to sickness, maternity leave, paternity leave, staff holidays or otherwise.

18.4 The Supplier shall procure that the Supplier Employees shall vacate the Council Premises immediately upon the termination or expiry of the Contract.

19 RELATIONSHIPS OF THE PARTIES

19.1 Nothing in this Contract, and no action taken by the Parties pursuant to this Contract, is intended to create a partnership or legal relationship of any kind that would impose liability upon one Party for the act or failure to act of the other Party, or to authorise either Party to act as agent for the other Party. Neither Party shall have authority to make representations, act in the name of, or on behalf of, or to otherwise bind the other Party save as expressly permitted by the terms of this Contract.

19.2 At all times during the Contract Period the Supplier shall be an independent contractor and nothing in the Contract shall create a contract of employment, a relationship of agency or partnership or a joint venture between the Parties.

20 Not used

21 Not used

F. INTELLECTUAL PROPERTY AND INFORMATION

22 INTELLECTUAL PROPERTY

22.1 The Supplier shall ensure and procure that the performance of the Supplier's responsibilities and obligations under this Contract shall not infringe any Intellectual Property Rights of any third party.

22.2 All Intellectual Property Rights in any specifications, instructions, plans, data, drawings, databases, patents, patterns, models, designs or other material:

22.2.1 provided to the Supplier by the Council shall remain the property of the Council;

22.2.2 prepared by or for the Supplier specifically for the use, or intended use, in relation to the performance of this Contract shall belong to the Council subject to any exceptions set out in the Contract.

22.3 The Council shall be entitled to use, modify, arrange and copy all property, copyright and all other intellectual property rights ("the Intellectual Property") including but without limitation the database rights in any database, in all Materials developed, originated, written or prepared by the Supplier (whether individually or jointly with the Council) for the purposes of this Contract. Such Intellectual Property the Supplier by virtue of this Contract shall assign to the Council with full title guarantee.

22.4 The Supplier agrees to promptly notify the Council in writing of any breach or claim of breach of any intellectual property in use for the purposes of this

Contract and shall indemnify and keep indemnified the Council against any and all claims, liability, loss, damages, costs and expenses which the Council may incur or suffer as a result of a breach by the Supplier of the warranties set out in this clause.

23 CONFIDENTIALITY

23.1 The Supplier and the Council shall keep confidential and safeguard all Confidential Information shared between them obtained under or in connection with this Contract and shall not divulge the same to any third party without the written consent of the Party in whom the ownership of the Confidential Information is vested.

23.2 The provisions of this clause 23 shall not apply to the extent that:

23.2.1 such information was already in the public domain otherwise than by breach of this Contract;

23.2.2 such information was obtained from a third party who is free to divulge the same;

23.2.3 such information was personally developed without access to the other party's Confidential Information;

23.2.4 such disclosure is a requirement of Law, placed upon the Party making the disclosure.

23.3 The Parties shall divulge Confidential Information only to those persons who are directly involved in providing the Goods and/or Services under this Contract and who need to know the information and shall ensure that such persons are aware of and comply with these obligations as to confidentiality.

23.4 The Supplier will ensure that it maintains the integrity and confidentiality of all personal information held in respect of any past or present Service Users but will disclose such information to the Council on request for the purpose of monitoring, evaluation, audit, inspection, crime prevention and prosecution, or the exercise of the Council's Safeguarding functions. Such information shall be disclosed to the Council within one (1) Working Day of receipt of the Council's request.

23.5 The Supplier shall immediately notify the Council if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Council's Confidential Information.

23.6 The provisions of this clause 23 shall continue in perpetuity.

24 NOT USED

25 FREEDOM OF INFORMATION

25.1 The Supplier acknowledges that the Council is subject to the requirements of the FOIA and the EIR and shall assist and cooperate with the Council to enable

the Council to comply with its Information disclosure obligations in a timely manner.

25.2 Notwithstanding anything to the contrary contained or implied in any documents or-negotiations leading to the formation of this Contract or in this Contract:

25.2.1 the Council shall be entitled to publish and/or release any and all terms or conditions of this Contract, the contents of any documents, Schedules and/or information contained in or relating to the formation of this Contract under the provisions of the FOIA, EIR or the Local Government Transparency Code 2014, ("the Code") as it sees fit;

25.2.2 nothing contained in this Contract shall prevent the Council from comply with its Information disclosure obligations under the FOIA or the EIR.

25.3 The Supplier shall and shall procure that its Sub-contractors shall co-operate with the Council and supply to it all necessary information and documentation required in connection with any request received by the Council under the FOIA or the EIR, in the form that the Council requires, at no additional charge and within five (5) Working Days of receipt of any such request.

25.4 The Supplier shall not publish or otherwise disclose any information contained in this Contract or in any negotiations leading to the formation of it without the Council's previous written consent.

26 TRANSPARENCY

26.1 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA and the EIR or has been identified in the Supplier's proposal as Commercially Sensitive Information, the terms or conditions of this Contract, and any Schedules to this Contract, is not Confidential Information. The Council shall be responsible for determining in its absolute discretion whether any part of the Contract or its Schedules is exempt from disclosure in accordance with the provisions of the FOIA and the EIR.

26.2 Subject to Clause 26.1, the Supplier hereby gives its consent for the Council to publish the Contract, including from time-to-time agreed changes to the Contract, to the general public in whatever form the Council agrees.

27 PUBLICITY

27.1 The Supplier will not use any corporate logos of the Council nor refer to the Council or this Contract or the Goods and/or Services, directly or indirectly, in connection with any product, promotion or publication and shall not at any time during the Contract Period or thereafter make any public statement in relation to the Council or its businesses, affairs, Councils or clients, without the prior written permission of the Council.

G. LIABILITY, INDEMNITY AND INSURANCE

28 LIABILITY AND INSURANCE

28.1 The Supplier shall effect and maintain insurance necessary to cover any liability arising under this Contract.

28.2 The Supplier shall, prior to the Commencement Date and on each anniversary of the Commencement Date and/or upon request, provide copies of all insurance policies referred to in this clause to demonstrate that the appropriate insurance cover is in place, together with receipts or other evidence of payment that all premiums relating to such insurances have been paid in full.

28.3 The Supplier shall at all times throughout the Contract Period of this Contract maintain in force such policies of insurance with reputable insurers or underwriters as are sufficient to cover its liability under this Contract.

28.4 Neither Party excludes or limits liability to the other for death or personal injury caused by its negligence or any such liability which it is not permissible to exclude by Law.

28.5 The Supplier shall indemnify and keep indemnified the Council fully against all claims, proceedings, actions, damages, legal costs, expenses and any other liabilities whatsoever arising out of, in respect of, or in connection with the Contract including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Supplier, or any other loss which is caused directly or indirectly by an act or omission of the Supplier. This clause 29.5 shall not apply to the extent that the Supplier is able to demonstrate that such death or personal injury, or loss or damage was not caused or contributed to by its negligence or Default, or the negligence or Default of its Employees or by any circumstances within its or their control.

28.6 The Supplier shall notify the Council as soon as possible and in any event within forty-eight (48) hours of any incident that may lead to any claim, demand or proceedings and shall supply such particulars or details thereof as the Council shall reasonably require.

28.7 The Supplier shall fully and promptly indemnify the Council in respect of any damage whatsoever caused by any Employees or Sub-contractor, whether such damage be caused by negligence or in any other way whatsoever to any land, building or chattel in the ownership, occupation or possession of the Council arising out of or in consequence of the performance of the Contract or the provision of the Goods and/or Services.

28.8 The provisions of this clause 28 shall survive the termination or expiry of this Contract for whatever reason.

29 LIMITATION OF LIABILITY

29.1 Subject to clause 34.1, the Council's total liability arising under, or in connection with, this Contract, whether in tort (including negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise, shall be limited as follows:

29.1.1 for non-payment of invoices for Goods and/or Services purchased, to the amount unpaid; or

29.1.2 for any other type of liability, to the amount paid for the Goods and/or Services under the Contract.

29.2 Subject to clause 29.1, the Supplier's total liability arising under, or in connection with, this Contract, whether in tort (including negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise, shall be limited to five (5) million pounds sterling or one hundred and twenty five percent (125%) of the total Price whichever is the greater.

29.3 Subject to clause 34.1, neither Party will be liable to the other Party for:

29.3.1 any indirect, special or consequential loss or damage; or

29.3.2 any loss of profits, turnover, business opportunities or damage to goodwill (whether direct or indirect).

29.4 Subject to clause 29.2 the Council may, amongst other things, recover from the Supplier the following direct losses incurred by the Council to the extent that they arise as a result of a Default by the Supplier:

29.4.1 any additional operational and/or administrative costs and expenses, including costs relating to time spent by or on behalf of the Council in dealing with the consequences of the Default;

29.4.2 any wasted expenditure or charges rendered unnecessary;

29.4.3 the additional cost of procuring replacement Goods and/or Services for the remainder of the Contract Period;

29.4.4 any anticipated savings; and

29.4.5 any fine, penalty or costs incurred by the Council pursuant to Law.

29.5 Subject to this clause each Party shall use all reasonable endeavours to mitigate any loss or damage suffered arising out of or in connection with this Contract.

H. REMEDIES

30 COUNCIL REMEDIES FOR DEFAULT

30.1 Without prejudice to any other right or remedy of the Council howsoever arising, if any of the Goods and/or Services supplied are not in accordance with the Contract, the Council shall be entitled to:

30.1.1 at the Council's option, give the Supplier the opportunity (at the Supplier's expense) to remedy the Default together with any damage resulting from such Default (where such Default is capable of remedy) or to supply replacement Goods and/or Services and carry

out any other necessary work to ensure that the terms of this Contract are fulfilled, in accordance with the Council's instructions;

30.1.2 carry out, at the Supplier's expense, any work necessary to make the provision of the Goods and/or Services comply with this Contract; or

30.1.3 subject to clause 28 (Liability and Insurance) require repayment of the proportion of the Price which has been paid in respect of such Goods and/or Services together with payment of any additional expenditure over and above the Price reasonably incurred by the Council in obtaining replacement Goods and/or Services.

31 DISPUTE RESOLUTION PROCEDURE

31.1 If a dispute arises between the Council and the Supplier out of or in connection with the Contract, the Parties shall each use reasonable endeavours to resolve such dispute by means of prompt discussion at an appropriate managerial level within ten (10) Working Days of written notice of the dispute being served by one Party on the other without recourse to legal proceedings.

31.2 If a dispute is not resolved within ten (10) Working Days of referral under clause 31.1 then either Party may escalate it to senior representatives of each Party for resolution who shall meet for discussion within ten (10) Working or longer period as the Parties may agree.

31.3 Provided that both Parties consent, a dispute not resolved in accordance with clauses 31.1 and 31.2, shall first be referred to mediation or other alternative dispute resolution procedure as agreed between the Parties, each acting in good faith. If the Parties are unable to agree a procedure or any aspect of a procedure they will seek assistance from the Centre of Dispute Resolution at Exchange Tower, 1 Harbour Exchange Square, London, E14 9GB. Unless otherwise agreed, the Parties will share equally the costs of mediation.

32 CUMULATIVE REMEDIES

32.1 Unless otherwise provided in this Contract, all rights and remedies under this Contract are cumulative and do not exclude any rights or remedies provided by Law, in equity or otherwise.

I. TERMINATION

33 BREAK CLAUSE

33.1 By mutual agreement either the Council or the Supplier may terminate the whole or any part of this Contract by giving the other Party thirty (30) Working Days notice in writing indicating its intention to do so.

34 TERMINATION

34.1 The Council shall be entitled to terminate this Contract and the Supplier's engagement without any payment in lieu of notice, compensation or damages forthwith upon the Council becoming aware of the following:

34.1.1 if the Supplier shall be in material or persistent breach of non-observance of any of the provisions in this Contract or shall wilfully neglect or refuse to comply with any reasonable and lawful directions of the Council and/or carry out any of its obligations under this Contract; or

34.1.2 if the Supplier or anyone providing Goods and/or Services on behalf of the Supplier shall act in any way which may, in the reasonable opinion of the Council, bring the Council into disrepute.

34.2 The Council may require the Supplier to terminate a Sub-contract where the acts or omissions of the relevant Sub-contractor have caused or materially contributed to the Council's right of termination pursuant any of the termination events in clause 34.1.

34.3 The Council may forthwith terminate this Contract and recover from the Supplier any amount the Council has lost in terminating the same, if the Supplier or anyone acting on its behalf (whether with or without the knowledge of the Supplier) shall have:

34.3.1 offered or given or agreed to give any person any gift or consideration of any kind as an inducement or reward in respect of this Contract or any other Contract for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of the Contract or any other Contract with the Council;

34.3.2 shown or forborne to show any favour or disfavour to any person in relation to the Contract or any other Contract with the Council;

34.3.3 committed an offence under the Prevention of Corruption Acts 1889 to 1916, or the Bribery Act 2010; or

34.3.4 given any fee or reward to an officer of the Council which is an offence under section 117(2) of the Local Government Act 1972.

34.4 The Council may terminate the Contract by notice in writing with immediate effect with no liability to make any further payment to the Supplier (other than in respect of amounts accrued in accordance with clause 35.1) where the Supplier:

34.4.1 undergoes a change of control (within the meaning of section 450 and section 1124 of the Corporation Taxes Act 2010), which impacts adversely and materially on the performance of the Contract; or

34.4.2 becomes insolvent, bankrupt, enters into liquidation, enters into a voluntary arrangement; or

34.4.3 appoints a receiver or such similar event in any jurisdiction save for the purposes of a solvent reconstruction or amalgamation; or

34.4.4 is in circumstances which entitle the Court or a creditor to appoint a receiver, manager or administrator save for the purposes of a solvent reconstruction or amalgamation; or

34.4.5 has an administrator appointed for it on behalf of a creditor; or

34.4.6 is subject to an application for the appointment of an administrator; or

34.4.7 is subject to a notice to appoint an administrator; or

34.4.8 is guilty of any fraud or dishonesty or acts in any manner which in the opinion of the Council brings or is likely to bring the Supplier or the Council into disrepute or is materially adverse to the interests of the Council; or

34.4.9 suffers or allows any execution, whether legal or equitable, to be levied on its property or obtained against it, or is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986) or the Supplier ceases to trade; or

34.4.10 is unable to agree to or provide a Variation in accordance with clause 47; or

34.4.11 fails to comply in the performance of this Contract with its legal obligations in the fields of environmental, social or labour law or the Modern Slavery Act 2015.

34.5 The Council may serve a Termination Notice on the Supplier were:

34.5.1 there has been a change of circumstances that has substantially modified the Contract within the meaning of Regulation 73 of the Public Contract Regulations 2015 and as a result the Council is required to initiate a new procurement procedure;

34.5.2 the Supplier, including any person employed by the Supplier in an administrative, management or supervisory role and including any person who has powers of representation, decision making or control within the Supplier, becomes the subject of a conviction for one of the reasons set out in Regulation 57(1) of the Public Contract Regulations 2015;

34.5.3 the Contract is declared ineffective by a review body in accordance with Regulation 98(2) of the Public Contract Regulations 2015.

34.6 Either Party may terminate the Contract by written notice to the other Party with immediate effect if that other Party commits a Default and:

34.6.1 the Default is not remedied within thirty (30) Working Days, or such other period as may be agreed between the Parties, after issue of a

written notice specifying the Default and requesting it to be remedied; or

34.6.2 the Default is not capable of remedy; or

34.6.3 the Default is a material breach of the Contract.

34.7 The Council reserves the right to terminate the Contract at will (in whole or in part) at any time with or without notice (except that it will give as much notice as possible in the circumstances) if the Supplier shall commit a material or persistent breach of this Contract.

34.8 The proper exercise by the Council of its right of termination under this clause 34 shall be without prejudice to any other rights or remedies which the Council may have or be entitled to exercise against the Supplier.

35 NOT USED

36 CONSEQUENCES OF TERMINATION OR EXPIRY

36.1 On termination of the Contract pursuant to clauses 33 or 34.4, 34.5, 34.6 or 39.5 or 54.1 the Council shall:

36.1.1 pay to the Supplier sums due and reasonably incurred up to the date of termination where the Council has received Goods and/or Services to the equivalent value;

36.1.2 pay to the Supplier sums due for expenditure incurred after the date of termination only in so far as it is a result of commitments entered into by the Supplier in good faith before the date on which notice of termination was given and which cannot be voided on or before the termination date. The Supplier shall submit a fully itemised and costed list of such loss, with supporting evidence of losses reasonably and actually incurred by the Supplier as a result of termination within five (5) Working Days of receiving the notice of termination provided that any such sum payable in accordance with this clause 35.1 shall only be payable by the Council if it would have been payable in accordance with this Contract if it had not been terminated.

36.2 The Council shall not be liable under clause 36.1.2 to pay any sum which was claimable under insurance held by the Supplier, or when added to any sum paid or due to the Supplier under the Contract, exceeds the total sum that would have been payable to the Supplier if the Contract had not been terminated prior to the expiry of the Contract Period.

36.3 Termination or expiry of this Contract 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 Contract which existed at or before the date of termination or expiry.

37 NOT USED

J. MISCELLANEOUS

38 NOTICES

38.1 Any notice required by this Contract to be given by either Party to the other shall be in writing and shall be served personally, by fax, by email or by sending it by registered post or recorded delivery either to Blaby District Council, Council Offices, Desford Road, Narborough, Leicestershire LE19 2EP or (as the case may be) to the registered office or nominated business address of the Supplier as referred to in Schedule 4 (Representatives of the Parties).

38.2 Any notice served personally will be deemed to have been served on the day of delivery; any notice sent by post will be deemed to have been served forty-eight (48) hours after it was posted; any notice sent by fax will be deemed to have been served twenty-four (24) hours after it was despatched and any notice sent by email before 5 p.m. will be deemed to have been served on the day of despatch and otherwise on the following Working Day.

39 PREVENTION OF BRIBERY AND CORRUPTION

39.1 The Supplier:

39.1.1 shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and shall ensure that all Supplier Employees and any Sub-contractor, in connection with this Contract, shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;

39.1.2 warrants, represents and undertakes that to the best of its knowledge it is not aware of any financial or other advantage of any kind being given to any person working for or engaged by the Council, or that an agreement has been reached to that effect, in connection with the execution and/or performance of this Contract, excluding any arrangement of which full details have been disclosed in writing to the Council before the execution of this Contract.

39.2 The Supplier shall have, maintain and where appropriate enforce an anti-bribery policy (which shall be disclosed to the Council on request) to prevent any Supplier Employees or Sub-contractor from committing a Prohibited.

39.3 The Supplier shall take all reasonable steps, in accordance with Good Industry Practice, to prevent a Prohibited Act by the Supplier Employees or Sub-contractor.

39.4 Any anti-bribery policy put in place by the Supplier shall in addition include the Supplier's Prevention of Fraud policy, which shall incorporate the Council's Counter Fraud Prevention Strategy. The Council's Fraud Policy can be provided upon request.

39.5 The Council may terminate this Contract by written notice with immediate effect if the Supplier, Supplier Employees or Sub-contractor (in all cases whether or not acting with the Supplier's knowledge) breaches clause 38. In determining whether to exercise the right of termination under this clause 38.5, the Council shall give all due consideration, where appropriate, to action other than termination of this Contract unless the Prohibited Act is committed by the Supplier or a senior officer of the Supplier or by an Employee, Sub-contractor or supplier not acting independently of the Supplier. The expression "not acting independently of" (when used in relation to the Supplier or a Sub-contractor) means and shall be construed as acting:

39.5.1 with the authority; or,

39.5.2 with the actual knowledge;

of any one or more of the directors of the Supplier or the Sub-contractor (as the case may be); or in circumstances where any one or more of the directors of the Supplier ought reasonably to have had knowledge.

39.6 Any termination under clause 39.5 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Council.

40 INDUCEMENTS

40.1 The Supplier shall not offer or give, or agree to give, to any employee, agent, servant or representative of the Council any gift or consideration of any kind as an inducement or reward for doing any act in relation to the obtaining or execution of the Contract or any other contract with the Council, or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any such contract. The attention of the Supplier is drawn to the criminal offences under the Bribery Act 2010.

40.2 The Supplier warrants that it has not paid commission, nor agreed to pay any commission, to any employee or representative of the Council by the Supplier or on the Supplier's behalf.

41 CONFLICTS OF INTEREST

41.1 The Supplier shall take appropriate steps to ensure that neither the Supplier nor any Employee, agent, Supplier or Sub-contractor is placed in a position where (in the reasonable opinion of the Council), there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier or such person and the duties owed to the Council under the provisions of this Contract.

41.2 The Supplier shall promptly notify the Council and disclose full particulars of any such conflict of interest which may arise.

42 COUNCIL'S POLICIES

42.1 The Supplier shall adopt Policies and such policies shall comply with the Council's own policies with regard to, for example, equality and diversity,

environmental, health & safety, whistleblowing. Copies of such Council policies shall be made available to the Supplier on request in a timely manner.

43 EQUALITY AND DIVERSITY

43.1 The Supplier shall comply with its statutory obligations under the Equality Act 2010, and accordingly will not treat one group of people less favourably than others because of their protected characteristic which includes age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation or claims for equal pay in relation to decisions to recruit, train or promote Employees or in the services it provides.

44 ENVIRONMENTAL

44.1 The Supplier shall work with the Council in so far as necessary to improve the effects of the Goods and/or Services, and their supply, on the environment and shall consider environmental efficiency as part of its operational planning process throughout the Contract Period.

45 HEALTH AND SAFETY

45.1 The Supplier and all persons engaged in the performance of this Contract shall comply fully with the requirements of the Health and Safety at Work etc. Act 1974, the Management of Health and Safety at Work Regulations, all health and safety policies of the Council and any other Laws relating to the health and safety of Employees and others who may be affected by the Supplier's work activities.

45.2 While on the Council's Premises, the Supplier shall comply with any health and safety measures implemented by the Council in respect of Employees and other persons working on the Premises.

46 EQUIPMENT

46.1 Unless otherwise stated in the Contract, the Supplier shall provide and maintain at its own cost all the Equipment necessary for the supply of the Goods and/or Services or its obligations under this Contract and such Equipment shall not be deliver without the Council's prior Approval. Equipment brought onto the Premises will remain the property of the Supplier at all times.

47 TRANSFER, SUB-CONTRACTING AND RESPONSIBILITY

47.1 Neither the Council nor the Supplier shall assign, novate or sub-contract or in any other way dispose of this Contract or any part thereof without the prior written consent of the other Party. Sub-contracting any part of the Contract shall not relieve the Supplier of any obligation or duty attributable to the Supplier under the Contract.

47.2 The Supplier shall remain responsible and liable for the acts and omissions of any other members of a consortium arrangement, Sub-contractors, servants, agents and Employees as though they were its own.

47.3 In the event the Supplier engages a Sub-contractor for the purpose of providing the Goods and/or Services, (in whole or in part), the Supplier shall include a requirement within every Sub-contract to provide for the following:

47.3.1 payment will be made of all sums due by the Supplier to the Sub-contractor no later than thirty (30) Calendar Days following the date of receipt and agreement of a valid and undisputed invoice;

47.3.2 a requirement that the Sub-contract includes substantially the same provisions as those contained in this Contract, including an obligation to comply with the Modern Slavery Act 2015; and

47.3.3 a right for the Supplier to terminate the Sub-contract if the relevant Sub-contractor fails to comply in the performance of its contract with legal obligations in the fields of environmental, social or labour law.

47.4 If the Council agrees that the Supplier may Sub-contract its obligations under this Contract, the Supplier shall ensure that it has the ability to audit its Sub-contracts to ensure compliance with the provisions of the Sub-contract.

47.5 If the Council assigns, novates, transfers, charges, mortgages, Sub-contracts, delegates or deals in any other manner with all or any of its rights under the Contract the Supplier shall continue to provide the Goods and/or Services as agreed under this Contract, at no additional cost in so far as no additional obligations are placed upon the Supplier in performing the Goods and/or Services.

48 CONTRACT VARIATION / MODIFICATION

48.1 Subject to the provisions of this clause 47 either Party may request a variation to this Contract provided that such variation does not amount to a material change of this Contract within the meaning of the Regulations and the Law. Such a change once implemented is hereinafter called a "Variation".

48.2 The Council reserves the right to modify the terms of the Contract in relation to an increase or decrease in volume or values for the requirement. Any modification(s) will not alter the scope of this contract, or constitute a material change.

48.3 Without prejudice to the rights and powers of the Authorised Officer under this Contract comprising the Contract Documents, no deletion from, addition to or variation of the Conditions shall be valid or of any effect unless agreed in writing and signed on behalf of the Council by the Authorised Officer (or by such other officer as the Authorised Officer may in writing appoint) and on behalf of the Supplier by a duly authorised representative of the Supplier.

48.4 The Authorised Officer shall be entitled at any time to issue to the Supplier instructions in writing in relation to a Modification (a “Modification Notice”) and

the Supplier shall confirm in writing to the Council whether it agrees or does not agree to the Modification within ten (10) Working Days of receipt of the Modification Notice.

48.5 The Modification Notice shall specify:

48.5.1 the detail of the Modification; and

48.5.2 the date on which such Modification is to have effect; and

48.5.3 the time period during which the Modification shall have effect if it is of a temporary nature.

48.6 If the Parties agree the Variation, the Supplier shall implement such Variation and be bound by the same provisions so far as is applicable, as though such Variation was stated in this Contract.

48.7 Where part of the Goods and or Services is omitted from, or ceases to be provided or is varied under the Contract, the Council shall not be liable to the Supplier in respect of any loss or reduced contribution to overheads or profit, whether in respect of this Contract or any lost opportunity to earn overhead contribution or profit elsewhere

49 GOVERNING LAW AND JURISDICTION

49.1 This Contract shall be governed by and interpreted in accordance with the laws of England and shall be subject to the exclusive jurisdiction of the English courts.

50 CHANGE IN LAW

50.1 The Supplier shall comply at all times with the Law in its performance of this Contract and shall neither be relieved of its obligations to provide the Goods and/or Services in accordance with the terms of this Contract nor be entitled to an increase in the Price and/or any charges payable by the Supplier as the result of a General change in law or Specific Change in Law where the effect of that Specific Change in Law on the Goods and/or Services is reasonably foreseeable at the Commencement date.

50.2 If a Specific Change in Law occurs or will occur during the Contract Period the Supplier shall notify the Council of the likely effects of that change, including whether any Variation is required to the provision of the Goods and/or Services, the Price or the Contract.

50.3 Any Variation agreed by the Parties pursuant to clause 50.2 shall be implemented in accordance with clause 48 (Contract Variation).

51 THIRD PARTY RIGHTS

51.1 Nothing in this Contract shall create any rights for third parties under the Contracts (Rights of Third Parties) Act 1999 (the "Act"). No Variation of this Contract and no supplemental or ancillary agreement to this Contract shall create any such rights unless expressly so stated in any such agreement by the

Parties. This does not affect any right or remedy of a third party which exists or is available from the Act.

52 NO WAIVER

52.1 Failure by either Party at any time to enforce any one or more of the provisions of this Contract or to require strict performance by the other Party of any of the provisions shall not constitute or be construed as a waiver of the provision or of the right at any time subsequently to enforce all terms and conditions of this Contract nor affect the validity of the Contract or any part of it or the right of the Parties to enforce any provision in accordance with its terms.

53 SEVERANCE

53.1 If any provision (or part of any provision) of the Contract shall become or shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable in any way, such invalidity shall not impair or affect any other provision all of which shall remain in full force and effect as if the Contract had been executed with the invalid, illegal or unenforceable provision eliminated.

54 FORCE MAJEURE

54.1 Neither Party shall be liable to the other Party for any delay in performing, or failure to perform, its obligations under the Contract if such delay or failure results from Force Majeure. Notwithstanding the foregoing, each Party shall use all reasonable endeavours to continue to perform its obligations under the Contract for the duration of such Force Majeure. If a Party is unable to perform its material obligations under the Contract as a result of a Force Majeure event for a period of more than three (3) months (commencing on the date of the Force Majeure notices served by the Party seeking to claim relief), the other Party may terminate the Contract by notice in writing to the other Party with immediate effect or on a set termination date.

54.2 Industrial action by, or illness or shortage of the Employees, agents or Sub-contractors, failure or delay by any of the Supplier's suppliers to supply Goods and/or Services, components, or materials and breach of the Supplier's warranties under clause 3 shall not be regarded as an event of Force Majeure.

54.3 The Supplier will not have the right to any payment from the Council under this Contract where the Supplier is unable to provide the Goods and/or Services or otherwise perform its obligations under the Contract because of an event of Force Majeure.

K. SAFEGUARDING

55 Not used

56 Not used

IN WITNESS of which a duly authorised Representative of the Council and the Supplier have executed this Contract on the day and year first above written

SIGNED for and on behalf of

BLABY DISTRICT COUNCIL

By its Authorised Signatory

Signed

Print Name LINDA J DURHAM

Title HEAD OF LEGAL SERVICES

Date 23.12.25

SIGNED for and on behalf of

MATTS MONITORS LTD

BY its Authorised Signatory

Signed

Print Name MATTHEW TILY

Title MANAGING DIRECTOR

Date

BLABY DISTRICT COUNCIL - CONTRACT SCHEDULES

SCHEDULE 1: THE GOODS AND/OR SERVICES SPECIFICATION

Purchase and Installation of:

- Enclosure – ENCPR5 – PR5 enclosure grey 1.5m (w) x 0.7m (d) x 1.5m (h)
- TEOM (Tapered Element Oscillating Microbalance Filter Dynamics Measurement System) – 1405DF-BEF – 1405F dual PM10 and PM2.5 analyser

This includes delivery, travel and removal of the existing enclosure.

SCHEDULE 1: ANNEX 1: ORDER FORM (SHORT FORM T&Cs)

NOT USED

SCHEDULE 2: CONTRACT PRICE, PAYMENT AND INSURANCE

1. NOT USED

2. GENERAL PROVISIONS

2.1 This Schedule details:

2.1.1 the Price for the Goods and/or Services under this Contract;

2.1.2 the payment terms for the Price;

2.1.3 the invoicing procedure; and

2.1.4 the procedure applicable to any adjustments of the Price.

2.1.5 the insurance necessary to cover any liability arising under this Contract.

3. CONTRACT PRICE

3.1 The Price which is applicable to this Contract is set out in Annex 1 of this Schedule.

4. COSTS AND EXPENSES

4.1 The Price includes all costs and expenses relating to the provision of Goods and/or Services and/or the Supplier's performance of its obligations under this Contract and no further amounts shall be payable by the Council to the Supplier in respect of such performance, including in respect of matters such as:

4.1.1 any incidental expenses that the Supplier incurs, including travel, subsistence and lodging, document or report reproduction, shipping, desktop or office equipment costs required by the Supplier Employees, network or data interchange costs or other telecommunications charges; or

4.1.2 any amount for any services provided or costs incurred by the Supplier prior to the Commencement Date.

5. PAYMENT TERMS

5.1 The payment terms which are applicable to this Contract are set out in Annex 2 of this Schedule.

6. INVOICING PROCEDURE

6.1 The Council shall pay all sums properly due and payable to the Supplier in cleared funds within thirty (30) Calendar Days of receipt and agreement of

a Valid and undisputed Invoice, submitted to the address specified by the Council in paragraph 6.4 of this Schedule and in accordance with the provisions of this Contract.

6.2 The Supplier shall ensure that each invoice (whether submitted electronically or in a paper form, as the Council may specify):

6.2.1 contains:

(a) all appropriate references, including the unique Order reference number; and

(b) a detailed breakdown of the delivered Goods and/or Services provided, against the applicable due and payable Price;

6.2.2 shows separately the VAT added to the amount due and payable; and

6.2.3 is supported by any relevant documentation reasonably required by the Council to substantiate that the invoice is a Valid Invoice.

6.3 All payments due by one Party to the other shall be made within thirty (30) days of receipt and agreement of a Valid and undisputed Invoice unless otherwise specified in this Contract, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.

6.4 The Supplier shall submit invoices either in:

6.4.1 electronic format to to be inserted; or

6.4.2 paper format to:- 'Creditors, Blaby District Council, Council Offices, Desford Road, Narborough, Leicestershire LE19 2EP

7. ADJUSTMENT OF CONTRACT PRICE

7.1 The Price shall only be varied:

7.1.1 due to a Specific Change in Law in relation to which the Parties agree that a change is required to all or part of the Price in accordance with clause 49 (Change in Law); or

7.1.2 where the Price is expressed in this Schedule as "subject to increase by way of Indexation", in accordance with the provisions in paragraph 8 of this Schedule.

8. NOT USED

9. IMPLEMENTATION OF ADJUSTED CONTRACT PRICE

9.1 Variations in accordance with the provisions of this Schedule to Price (in whole or in part) shall be made by the Council to take effect:

9.1.1 in accordance with clause 49 (Change in Law) where an adjustment to the Price is made in accordance with paragraph 7.1 of this Schedule; or

9.1.2 on the Indexation Adjustment Date where an adjustment to the Price is made in accordance with paragraph 7.1.2 of this Schedule;

and the Parties shall amend the Price shown in Annex 1 to this Schedule to reflect such variations.

SCHEDULE 2: ANNEX 1: CONTRACT PRICE

MATTS MONITORS
AIR MONITORING SYSTEMS

Customer Address details:

Catherine Redshaw

Blaby Council

Quotation Reference: BLA031125

Date: 03/11/2025

Air Quality Monitoring Equipment Parts Quotation				
Part Number	**Part Description**	**Quantity**	**Cost Per item**	**Total Cost**
ENCPR5	PR5 enclosure grey 1.5m (w) x 0.7m (d) x 1.5m (h)	1	£6200.00	£6200.00
1405DF-BEF	1405DF dual PM10 and PM2.5 analyser	1	£23,000.00	£23,000.00
INS	Installation	1	£500.00	£500.00
Total cost: £29,700.00				

All prices exclude VAT and are valid for 30 days.

Lead time: 12-14 weeks.

Payment terms: 50% proforma upon order, 50% 30 days net.

Matts Monitors Ltd, Unit B1, Phoenix industrial estate, London Road, Thrupp, Gloucestershire. GL52BX
Company Registration: 8501849 VAT Registration: 170885680 EORI Number: GB170885680000
customerservice@mattsmonitors.co.uk www.mattsmonitors.co.uk
Telephone: +44 (0) 1453 807 470 / +44 (0)1803 897 220

SCHEDULE 2: ANNEX 2: PAYMENT TERMS

50% to be paid upon the Council placing an order for the Goods and/or Services

50% to be paid within 30 days of installation of the Goods to the Council's satisfaction

SCHEDULE 2: ANNEX 3: INSURANCE PROVISION

1.1 The Supplier shall effect and maintain the following insurances in relation to the performance of its obligations under this Contract:

1.1.1 Employers' Liability insurance with a minimum limit of five million (£5,000,000) pounds sterling for each individual claim.

1.1.2 Public Liability insurance adequate to cover all risks in the performance of this Contract from time to time with a minimum limit of five million (£5,000,000) pounds sterling for each individual claim.

1.1.3 Product Liability insurance, which shall, for any one occurrence or series of occurrences arising out of one event, be not less than five million (£5,000,000) pounds sterling .

1.1.4 Professional Indemnity insurance to cover all risks in the performance of this Contract with the minimum limit of indemnity of two million (£2,000,000) pounds sterling for each individual claim, or such higher limit as required by law from time to time.

1.2 The Insurances referred to in paragraph 1 shall be maintained with a reputable insurance company or underwriters as are sufficient to cover its liability under this Contract.

1.3 The terms of any insurance or the amount of cover shall not relieve the Supplier of any liabilities arising under this Contract.

1.4 The Supplier shall give the Council, on request, copies of all insurance policies referred to in paragraph 1 to demonstrate that the appropriate insurance cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

1.5 The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as avoided in whole or part.

SCHEDULE 3: NOT USED

SCHEDULE 4: REPRESENTATIVES OF THE PARTIES

Council's Contract Manager	Supplier's Contract Manager
Name: Isabelle Cantillon, Technical Officer Address: **Blaby District Council** Council Offices, Desford Road, Narborough, Leicestershire LE19 2EP Telephone: 0116 2750555 Email: isabelle.cantillon@blaby.gov.uk	Name: Matt Tily, Managing Director Address: Unit B1, Phoenix Trading Estate, London Road, Thrupp, Stroud, Gloucestershire, LE5 2BX Telephone: 01453807470 Email: matt@mattsmonitors.co.uk
Council's second Representative	**Supplier's second Representative**
Name: Sammie Turton, Technical Officer Address: **Blaby District Council** Council Offices, Desford Road, Narborough, Leicestershire LE19 2EP Telephone: 0116 2750555 Email: sammie.turton@blaby.gov.uk	Name: Donna Reeves, Customer Services Administrator Address: Unit B1, Phoenix Trading Estate, London Road, Thrupp, Stroud, Gloucestershire, LE5 2BX Telephone: 01453807470 Email: customerservice@mattsmonitors.co.uk

SCHEDULE 5: Not USED