

DATED

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**THE MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF HARINGEY**

AND

(SUPPLIERS DETAILS)

DETAILS OF CONTRACT

**The London Borough of Haringey
Civic Centre
High Road
Wood Green
London N22**

THIS CONTRACT is made the

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BETWEEN

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARINGEY at Civic Centre, High Road, Wood Green, London, N22 8LE("the Council"); and

[insert name of Supplier](insert registered number) of [Registered Address Details] ("the Supplier").

WHEREAS

- 1 The Council is a London Borough Council constituted under the London Government Act 1963 and enters into this Contract pursuant to its powers under the Local Government Contracts Act 1997.
- 2 The Council wishes to have provided the Supplies set out in the Specification in Schedule 2 of this Contract.
- 3 The Supplier is willing to provide such Supplies in accordance with the provisions of this Contract.

NOW IT IS AGREED between the parties as follows:

DEFINITIONS & INTERPRETATION

In these conditions:

- 1.1 "Approval" means the written consent of the Authorised Officer.
- 1.2 "Authorised Officer" means the person approved by the Council whose details are set out in Schedule 1 of this Contract or the person they appoint to carry out duties on their behalf;
- 1.3 "Authorised Person(s) for Signature" means the person(s) representing the Council authorised to sign and receive supplies on behalf of the Council as detailed within Schedule 1 to this Contract.
- 1.4 "Conditions" means these conditions of Contract;
- 1.5 "Confidential Information" shall mean all information disclosed by one party to the other, orally in writing or in electronic form relating to this Contract that is not in the public domain (except where disclosure is in the public domain due to a breach of this Contract). It shall also include information, documents, drawings, reports or data the Supplier may acquire or generate under or in

connection with this Contract;

- I.6 "Contract" means these terms and conditions and any schedule to them;
- I.7 "Contract Manager" means the person appointed by the Supplier whose details are set out in Schedule I of this Contract;
- I.8 "Council Data" means any information provided by, obtained or created on behalf of the Council in delivering the services specified in this Contract;
- I.9 "Data Protection Act (DPA)" means the Data Protection Act 1998 and with effect from 25th May 2018, the Data Protection Act 2018;
- I.10 "Data Protection Officer" means the role as defined under Chapter IV, Section 4 of GDPR;
- I.11 "Data Subject" shall have the same meaning as set out in the Data Protection Act 2018
- I.12 "Environmental Information Regulations (EIR)" means the Environmental Information Regulations 2004;
- I.13 "General Data Protection Regulation (GDPR)" means the General Data Protection Regulation (2016), Regulation (EU) 2016/679 as amended or re-enacted from time to time and any United Kingdom Act or European Union Regulation recognised in UK law substantially replacing the same. All compliance references to GDPR in this Contract are applicable from 25th May 2018;
- I.14 "Good Industry Practice" means the exercise of the degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced supplier engaged in the same type of undertaking under the same or similar circumstances as are contemplated by this Contract;
- I.15 "Information" has the meaning given under Section 84 of the Freedom of Information Act 2000 (FOIA), which shall include (but not limited to) information in any form whether relating to the past, present or future and may in particular consist of data, documentation, programmes, (including the source code of any programmes which the Council has the right to use), computer output, voice transmissions, correspondence, calculations, plans, reports, graphs, charts, statistics, records, projections, maps, drawings, vouchers, receipts, and accounting records and may consist of or be stored in any form including paper, microfilm, microfiche, photographic negative, computer software and any electronic medium and references herein to information shall include reference to the medium in which it is stored;
- I.16 "Information Legislation" means the DPA, FOIA, GDPR and the EIR;

- I.17 "Intellectual Property Rights" or " IPR" shall mean intellectual property rights whether vested or contingent and whether currently in existence or otherwise including (without limitation) patents, inventions, trade marks, servicemarks, logos, design rights, registered designs, copyright, database rights, domain names, trade or business names, moral rights, trade secrets, the right to sue for passing off and all similar rights whether registered or not (in any country) and all extensions revivals reversions and renewals of any of the above. The above shall include in relation to registrable rights any applications made in respect of such rights.
- I.18 "Legislation" means all Law and in particular the Information Legislation;
- I.19 "Payment Details" means the price and payment details as set out in Schedule 3;
- I.20 "Personal Data" means personal data as defined in Section 1(1) of the DPA and Article 4(2) of the GDPR, which is supplied to the Supplier by the Council or obtained by the Supplier in the course of performing their obligations under this Contract;
- I.21 "Premises" means the location where the Supplies are delivered;
- I.22 "Specification" means the specification issued by the Council in respect of the provision of the Supplies as set out in Schedule 2;
- I.23 "Subject Access Request" means a request for Personal Data falling within the provisions of Section 7 of the DPA and Article 11, 12 & 15 of the GDPR.
- I.24 "Supplies" means the goods that the Supplier has agreed to provide in this Contract as described in the Specification;
- I.25 "Working Day" means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.
- I.14 If there is any inconsistency or conflict between what is set out in any of the Conditions and what is set out in any of the schedules, the Conditions shall prevail.
- I.15 This Contract constitutes the entire agreement and understanding between the parties and, save as may be expressly referred to or reference herein, supersedes all prior representations, documents, negotiations or understandings whether written or oral with respect thereto.
- I.16 This Contract is governed by, and is to be construed in accordance with English Law and the parties submit to the exclusive jurisdiction of the courts of England

and Wales.

SCOPE OF TERMS AND CONDITIONS OF SERVICE

- 2.1 The Council appoints the Supplier and the Supplier agrees to provide the Supplies to the Council in accordance with the Specification, and the terms and conditions of this Contract.
- 2.2 The Supplier agrees to comply with all relevant industry standards and Codes of Practice as specified by the Council.
- 2.3 The Supplier shall provide the Supplies in a professional and prompt manner using reasonable skill, care and diligence and suitably qualified staff in sufficient numbers.

CONTRACT PERIOD

- 3.1 The Contract is for a period from [date] to [date] ("**Contract Period**") subject to earlier termination in accordance with the terms of this Contract or at law or to extension in accordance with Condition 3.2.
- 3.2 The Contract Period may be extended for a further period of up to [] months if both parties agree in writing to such an extension. The same terms and conditions as those contained within this contract shall apply to any extension of the Contract Period.

PRICE & PAYMENT

- 4.1 In consideration of the Supplier undertaking and providing the Supplies, the Council shall pay the Supplier based on the prices set out in the Payment Details (for the avoidance of doubt such process being inclusive of all and any contingencies arising as a result of increase(s) in the cost of labour, materials, plant, accessories, tax, insurance, fuel, any associated costs relating to packaging or delivery of the Supplies and any other matter appertaining to the provision of the Supplies).
- 4.2 Any trade discounts, term settlement discounts, retrospective discounts and any other types of discounts shall be fixed for the Contract Period.
- 4.3 The Supplier shall submit an invoice electronically to the Council every calendar month. Each invoice shall record the Supplies provided in the period to which the invoice relates, based on the prices set out in the Payment Details and shall contain the following particulars as a minimum;
 - (a) Order Number
 - (b) Order reference

- (c) Invoice Number
- (d) Invoice Date
- (e) Category of Stock
- (f) Details of contact officer and department
- (g) Any further particulars set out in the Specification in Schedule 2

- 4.4 Subject to the correction of errors and the Councils right to reject the Supplies, the Council shall within 30 days of the receipt of the Supplies pay the Supplier the amounts recorded in the invoice which are based on the Payment Details.
- 4.5 If the Council is late in making any payment due to the Supplier under this Contract then the Council shall pay the Supplier interest on the amount of any late payment (unless the unpaid sum is in dispute between the parties). The interest payable will be calculated on a daily basis from the date when payment should have been made to the date when payment is actually made. The applicable rate of interest will be the base rate of the Bank of England from time to time plus 2% per annum.
- 4.6 Sums payable pursuant to this Contract are exclusive of Value Added Tax ("VAT") which shall be paid at the prevailing rate providing it is properly detailed on an invoice in compliance with prevailing legislation.
- 4.7 If the Council and the Supplier fail to reach agreement on any VAT matter pursuant to this Contract, the Council and the Supplier may refer the matter to the Commissioners of Custom and Excise or a VAT tribunal for determination.

RECOVERY OF SUMS DUE

- 5.1 Whenever under the Contract any sum of money is recoverable from or payable by the Supplier to the Council, that sum may be deducted from any sum then due, or which at any later time may become due, to the Supplier under the Contract or under any other contract which the Supplier has with the Council.

CONTRACTUAL RELATIONSHIP

- 6.1 The Supplier is not an employee or an agent of the Council. Neither the Supplier nor its employees or agents shall in any circumstances hold themselves out as being the employee or agent of the Council and they are not authorised to enter into any contract on behalf of the Council or in any other way to bind the Council to the performance, variation, release or discharge of any obligation.
- 6.2 The Supplier shall be responsible for all acts and omissions of its employees and agents in relation to the Supplies provided under this Contract. The Council shall not be responsible, and cannot be held liable, for any act or omission of any

person engaged by the Supplier, in relation to the Supplies provided under this Contract.

- 6.3 The Supplier shall be responsible for the payment of all fees/wages, income, taxes, National Insurance contributions, and levies of any kind relating to or arising out of the engagement of any person employed or contracted by the Supplier in relation to the provision of Supplies under this Contract or which it is obliged to pay by law.

STATUTORY AND OTHER REGULATIONS

- 7.1 The Supplier shall at its own expense comply with all statutory and other provisions to be performed and observed in connection with the Supplies including but not limited to the provisions of the Health and Safety at Work Act 1974 and the Management of Health and Safety at Work Regulations 1999 and all other regulations, approved Codes of Practice and amendments thereto pertaining to the health and safety and shall indemnify the Council against any claims, actions, proceedings, loss, liability, penalties, costs or expenses made or incurred as a result of any failure in compliance.

THE SUPPLIES

The Specified Supplies

- 8.1 The Supplier shall ensure that the quantity, quality and description of the Supplies shall be as specified by the Council in the Specification or in any other document identified in the Specification as serving this purpose and that the Supplies are provided in accordance with the Contract throughout the Contract Period.
- 8.2 If required by the Council, the Supplier shall submit samples of the Supplies to the Council for evaluation and approval at the Supplier's cost and expense and all subsequent deliveries of the Supplies shall be of equal quality to or better than the approved samples.
- 8.3 The Supplier shall ensure that all Supplies provided pursuant to the Contract shall be fit for all the purposes for which such goods are ordinarily used and for all of the purposes specified by the Council and, where applicable, shall be compatible with the Council's equipment.
- 8.4 The Council relies on the skill and judgment of the Supplier in the provision of the Supplies and the carrying out of all of the Supplier's obligations under this Contract.
- 8.5 The Supplier shall comply with any instruction of the Council to rectify any deficiency in quality of the Supplies within the time stipulated by the Council in such instructions. This will be done at no cost to the Council.

- 8.6 Without prejudice to the standards set out in this Contract all Supplies shall be provided in accordance with this Contract and shall be of the relevant British standard specifications and codes of practice issued by the British Standards Institution, Public Authority Standards, or particular industry quality standards in force at the time of delivery (or their European equivalent).
- 8.7 The Supplier shall ensure that the Supplies meet current health and safety standards and, if reasonably requested by the Council, the Supplier shall supply documentary evidence of this with each item supplied.
- 8.8 The Supplier shall immediately report to the Authorised Officer any significant event, incident, accident or absence, which affects or is likely to affect the delivery of the Supplies.

Delivery

- 8.9 The Supplier shall deliver the Supplies in such quantities, to the delivery points, at the times and dates specified in the Specification or in any order that the Council may make in accordance with this Contract.
- 8.10 Unless otherwise stated in the Specification, where the Supplies are delivered by the Supplier, the delivery point shall be when the Supplies are removed from the transporting vehicle at the Premises. Where the Supplies are collected by the Council, the delivery point shall be when the Supplies are loaded on the Council's vehicle.
- 8.11 The Supplier shall deliver all the Supplies free of charge to the Council and at the Supplier's risk.
- 8.12 Except where otherwise provided in the Contract, delivery shall include the unloading, stacking or installation of the Supplies by the Supplier's employees, carriers or agents at the specified location or such place as the Council or its duly authorised representative shall reasonably direct at no cost to the Council.
- 8.13 Where access to the Council's Premises is necessary in connection with delivery or installation, the Supplier shall at all times comply with the reasonable requirements of the Council's security procedures.
- 8.14 Time of delivery shall be of the essence and failure to deliver within the time promised or specified shall enable the Council (at the Council's option) to release itself from any obligation to accept and pay for the Supplies and /or cancel all or part of the Contract, in either case without prejudice to other rights and remedies.

- 8.15 The Council shall be under no obligation to accept delivery before or after the agreed times and dates or any agreed extension to that time or date.
- 8.16 Unless expressly agreed to the contrary, the Council shall not be obliged to accept delivery by instalments. If, however, the Council does specify or agree to delivery by instalments, delivery of any instalment later than the date specified or agreed for its delivery shall, without prejudice to any other rights or remedies of the Council, entitle the Council to terminate the whole of any unfulfilled part of this Contract without further liability to the Council.
- 8.17 The Council shall be under no obligation to accept or pay for any Supplies delivered in excess of the quantity ordered. If the Council elects not to accept such over-delivered Supplies it shall be entitled to give notice in writing to the Supplier to remove them within 5 Working Days of receipt by the Supplier of such notice and to refund to the Council any expenses incurred by the Council as a result of such over-delivery (including but not limited to the costs of moving and storing them) failing which the Council shall be entitled to dispose of such Supplies and to charge the Supplier for the costs of such disposal. The risk in any over-delivered Supplies shall remain with the Supplier until they are collected by or on behalf of the Supplier or disposed of or purchased by the Council, as appropriate.
- 8.18 The Supplier shall submit to the Authorised Person for Signature, for signature (with the addition of their name in BLOCK capitals) and for dating, duplicate delivery / completion / advice notes relating to the Supplies delivered at the locations specified in the Council's orders for such Supplies.
- 8.19 One copy of the signed and dated delivery / completion / advice note shall be left with the Authorised Person for Signature.
- 8.20 Within a reasonable time of delivery, the Supplier shall arrange for the collection of any rejected items that are being returned and issue a returns note in respect of returned Supplies.
- 8.21 The Council shall be entitled to a refund by the Supplier of any expenses it reasonably incurs as a result of delivery of goods that the Council duly rejects (including but not limited to any costs of moving and storing them pending their return).

Property and Risk

- 8.22 The title and risk in the Supplies shall without prejudice to any other rights or remedies of the Council (including the Council's rights and remedies under sub-clauses 8.24 to 8.28 [Inspection, Rejection and Guarantee] hereof) pass to the Council concurrently at the time of acceptance of delivery.

Damage in Transit

- 8.23 On dispatch of any consignment of the Supplies the Supplier shall send to the Council at the address for delivery of the Supplies an advice note specifying the means of transport, the place and date of dispatch, the number of packages and their weight and volume. Where the Supplies are either damaged in transit or having been placed in transit fail to be delivered to the Council, the Council shall elect:
- (a) to reject the consignment; or
 - (b) require the Supplier free of charge to the Council, to repair or replace the damaged Supplies, and deliver the repaired or replaced Supplies in accordance with the timescales specified in the Agreement provided that:
 - (i) in the case of damage to such Supplies in transit the Council shall within 25 Working Days of delivery give notice to the Supplier that the Supplies have been damaged;
 - (ii) in the case of non-delivery the Council shall (provided that the Council has been advised in writing of the dispatch of the Supplies) within 10 Working Days of the notified date of delivery give notice to the Supplier that the Supplies have not been delivered.

Inspection, Rejection and Guarantee

- 8.24 The Supplier shall permit the Council or authorised representatives to make any inspections or tests which may reasonably be required and the Supplier shall afford all reasonable facilities and assistance free of charge at the Supplier's premises. No failure to make complaint at the time of such inspection or tests and no approval given during or after such tests of the Supplies or inspections shall constitute a waiver by the Council of any rights or remedies in respect of the Supplies and, in particular, the Council retains the right to reject the Supplies.
- 8.25 The Council may by written notice to the Supplier reject any of the Supplies which fail to conform to the approved sample or fail to meet the Specification. Such notice shall be given within a reasonable time after delivery to the Council of the Supplies concerned. If the Council shall reject any of the Supplies pursuant to this clause the Council shall be entitled (without prejudice to other rights and remedies) either:
- (a) to have the Supplies concerned as quickly as possible and in any event within 5 Working Days either repaired by the Supplier or (as the Council shall elect) replaced by the Supplier with Supplies which conform in all respects with the approved sample or with the Specification and due delivery shall not be deemed to have taken place until such repair or replacement has occurred; or

- (b) to treat this Contract as discharged by the Supplier's breach and require a refund from the Supplier in respect of the Supplies concerned together with payment of any additional expenditure over and above the price reasonably incurred by the Council in obtaining other supplies in replacement.
- 8.26 The issue by the Council of a receipt note for the Supplies shall not constitute any acknowledgement of the condition or nature of those Supplies.
- 8.27 The Supplier shall guarantee the Supplies for the shorter of 12 months from putting into service or 18 months from delivery. If the Council shall within such guarantee period or within 25 Working Days thereafter give notice in writing to the Supplier of any defect in any of the Supplies as may have arisen during such guarantee period under proper and normal use, the Supplier shall (without prejudice to any other rights and remedies which the Council may have) as quickly as possible remedy such defects (whether by repair or replacement as the Council shall elect) without cost to the Council.
- 8.28 Any Supplies rejected by the Council as described in clause 8.25 shall be returned to the Supplier at the Supplier's risk and expense.
- 8.29 to refund to the Council any expenses incurred by the Council as a result of over-delivery (including but not limited to the costs of moving and storing them) failing which the Council shall be entitled to dispose of such Supplies and to charge the Supplier for the costs of such disposal. The risk in any over-delivered Supplies shall remain with the Supplier until they are collected by or on behalf of the Supplier or disposed of or purchased by the Council, as appropriate.

Labelling and Packaging

- 8.30 The Supplies shall be packed and marked in a proper manner and in accordance with the Council's instructions and any statutory requirements and any requirements of the carriers. In particular the Supplies shall be marked with the contract number (or other reference number if appropriate) and the net, gross and tare weights, the name of the contents shall be clearly marked on each container and all containers of hazardous Supplies (and all documents relating thereto) shall bear prominent and adequate warnings.
- 8.31 All packaging materials will be considered non-returnable and will be destroyed unless the Supplier's advice note states that such materials will be charged for unless returned. Such materials shall be collected by the Supplier free of charge or delivered to the Supplier at the Supplier's cost. The Council accepts no liability in respect of the non-arrival at the Supplier's premises of empty packages returned by the Council unless the Supplier shall within 10 Working Days of receiving notice from the Council that the packages have been dispatched notify the Council of such non-arrival.

Training *[Only include cls. 8.32 to 8.36 where applicable].*

8.32 Where indicated in the Specification the price shall include the cost of instruction of the Council's personnel in the use and maintenance of the Supplies, such instruction to be in accordance with the training specified in the Specification.

Manner of Carrying out the Installation Work

8.33 The Supplier shall make no delivery of materials, plant or other things nor commence any work on the Council's Premises without obtaining prior Approval.

8.34 Access to the Council's Premises shall not be exclusive to the Supplier and shall be limited to such of the Supplier's staff and agents as are necessary to enable the performance of this Contract concurrently with the execution of work by others. The Supplier shall co-operate with such others as the Council may reasonably require.

8.35 The Council shall have the right at any time during the progress of the Contract to order in writing:

8.35.1 the removal from the Council's Premises of any materials which in the opinion of the Council are either hazardous, noxious or not in accordance with this Contract; and/or

8.35.2 the substitution of proper and suitable materials; and/or

8.35.3 the removal and proper re-execution notwithstanding any previous test thereof or interim payment therefor of any work or Supplies which, in respect of material or workmanship, is not in the opinion of the Council in accordance with this Contract.

8.36 On completion of this Contract the Supplier shall remove the Supplier's plant, equipment and unused materials and shall clear away from the Council's Premises all rubbish arising as a result of this Contract and leave the Council's Premises in a neat and tidy condition.

MONITORING

9.1 The Supplier's provision of the Supplies shall be monitored by the Authorised Officer, who shall be entitled to make recommendations and issue instructions to the Supplier. Upon receiving a request to do so the Contract Manager shall attend any meeting(s) arranged by the Authorised Officer or their representative for the purpose of reviewing the Supplier's performance. The monitoring

arrangements are more particularly described in the Specification.

- 9.2 The Supplier shall maintain proper records and accounts in relation to the provision of the Supplies. Accounts in respect of the Supplies must be separate from the Supplier's other accounts.
- 9.3 The Supplier must comply with written requests from the Council to provide such information in relation to the Supplies, including accounts, records and certificates. It is the Supplier's responsibility to ensure that all relevant certificates are current and that the Council is provided with copies of them.

WAIVER

- 10.1 Failure by the Council at any time to enforce the provisions of this Contract or to require performance by the Supplier of any of the provisions of the Contract shall not affect the validity of the Contract or any part thereof or the right of the Council to enforce any provision in accordance with its terms.

VARIATION OF CONTRACT

- 11.1 No variation of this Contract shall be valid unless expressly agreed in writing by the Council and Supplier.

ASSIGNMENT AND SUB-CONTRACTING

- 12.1 The Supplier must not assign, sub-contract, or delegate any of its duties or supply in whole or in part under this Contract without prior Approval, which may be given or withheld in the Authorised Officer's sole discretion and subject to any conditions which the Council sees fit to impose.
- 12.2 In the event that the Council agrees to any part of the Supplies being sub-contracted, the Supplier shall ensure that the Supplier enters into a legally binding contract with the sub-contractor in a form approved in writing by the Authorised Officer prior to the commencement of the sub-contract.

Sub-contracting by a Sub-Contractor

- 12.3 The Supplier shall ensure that a condition is included in any sub-contract entered into by it stipulating that the Sub-contractor shall not enter into a further sub-contract in respect of the Supplies or any part of the Supplies under the sub-contract without first notifying and obtaining the written consent of the Supplier.

- 12.4 Upon receipt of any notification from the Sub-contractor, and before giving the Sub-contractor its consent in accordance with Clause 12.3 above, the Supplier shall inform the Council of the intention to further sub-contract the Supplies or part of the Supplies and shall obtain the written consent of the Council thereto, which consent may be given or withheld at the Council's sole discretion and subject to any conditions the Council may deem fit to impose.
- 12.5 Notwithstanding anything in Clauses 12.1 to 12.4 above, the Supplier shall remain wholly responsible for carrying out and completing the Supplies under the Contract.

PERFORMANCE DEFAULT

- 13.1 Without prejudice to the Council's right to terminate the Contract in accordance with this Contract and to any other claim or remedy the Council may have against the Supplier, the Council may if the Supplier:
- 13.1.1 fails in the reasonable opinion of the Authorised Officer to provide the Supplies or any part of the Supplies or fails to provide any part of the Supplies to an acceptable standard; or
 - 13.1.2 is in breach of any of the Conditions of this Contract,
- issue the Supplier with a written notice (a "**Default Notice**") detailing the breach, the remedy (if any) and a period within which to comply.
- 13.2 If the Supplier fails to comply with the Default Notice or if the breach is incapable of remedy, the Council shall be entitled to deduct from any monies that may be due to the Supplier such sums as reflect the actual loss to the Council arising out of the breach including administration costs.
- 13.3 If the Supplier is issued with three Default Notices this shall be deemed a persistent breach of Contract giving the Council the right to terminate the Contract.

INDEMNITY AND INSURANCE

- 14.1 The Supplier shall indemnify the Council against all claims, demands, proceedings, actions, damages, costs, expenses and any other liabilities in respect of, or arising out of, the provision of the Supplies in relation to the injury to or death of any person, or loss of or damage to any property including property belonging to the Council or any other loss which is caused directly or indirectly by any act or omission of the Supplier. This does not apply to the extent that such injury, death, loss or damage arises out of the act, default, or negligence of the Council, its employees, or agents not being the Supplier or persons engaged by the

Supplier.

- 14.2 The Supplier shall effect and maintain as a minimum a policy or policies of insurance providing and adequate level of cover in respect of all risks which may be incurred by the Supplier arising out of the Suppliers performance of this Contract of the type set out in Condition 14.3. The Supplier shall also ensure that any of its sub-contractors who are providing any or all of the Supplies on its behalf maintain equivalent insurances as a minimum.
- 14.3 The insurances referred to in Condition 14.2 are as follows:
- 14.3.1 public liability insurance that covers the Supplier's liabilities under Condition 14.1 in a sum of not less than £2,000,000 (two million pounds) for any one occurrence or series of occurrences arising out of any one event;
- 14.3.2 employer's liability insurance in a sum of not less than £10,000,000.00 (ten million pounds) for any one occurrence or series of occurrences arising out of any one event and which complies with the Employers' Liability (Compulsory Insurance) Act 1969 and the Road Traffic Act 1972;
- 14.4 The Supplier shall provide to the Council upon request a copy of the insurance policies or a certificate from its insurers or brokers confirming the policies which it is required to maintain under this Condition.
- 14.5 If, for whatever reason, the Supplier fails to give effect to and maintain the insurances required by the Contract the Council may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.

BUSINESS CONTINUITY

- 15.1 The Supplier acknowledges and accepts that the Council has obligations under the Civil Contingencies Act 2004 ("CCA") and hereby agrees to:
- (a) Put in place such reasonable measures as may be necessary to ensure it is able to continue to undertake its obligations hereunder in the event of an Emergency (as defined in the CAA), and notify the Council of such measures and
- (b) Obey any instruction of the Council during and in respect of an Emergency, the Council undertaking to remunerate and indemnify the Supplier against any direct claims, costs or losses directly arising from the Supplier's compliance with such instructions.

CORRUPTION - TERMINATION BY THE COUNCIL

16.1 The Council shall be entitled to terminate this Contract or any other contract if the Supplier shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or having forborne to do any action in relation to the obtaining or execution of this or any other contract with the Council, or for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract with the Council, or if the like acts shall have been done by any person employed by the Supplier or acting on its behalf (whether with or without the knowledge of the Supplier), or if in relation to this or any other contract with the Council the Supplier or any other person employed by it or acting on its behalf shall have committed any offence under the Bribery Act 2010 or, shall have given any fee or reward the receipt of which is an offence under sub-section (2) of Section 117 of the Local Government Act 1972 or any re-enactment thereof.

17 EQUAL OPPORTUNITIES

17.1 In providing the Services, the Supplier shall to the same extent as if it were a public authority within the meaning of the Equality Act 2010 (“the 2010 Act”) (or any European equivalent) comply with the 2010 Act together with all applicable amendments, regulations and Codes of Practice or any future or other legislation which concerns discrimination in employment and service delivery (the “Equalities Provisions”) and shall in particular comply with the public sector equality duty under Section 149 and shall have due regard to the need to:

- (a) eliminate discrimination (whether direct or indirect), harassment, victimisation and any other conduct that is prohibited by or under the 2010 Act;
- (b) advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it;
- (c) foster good relations between persons who share a relevant protected characteristic and persons who do not share it.

17.2 The Supplier shall take all reasonable steps to ensure that its employees, agents and sub-contractors (“the Supplier’s Personnel”) employed in the provision of the Services shall carry out the Services in accordance with the obligations imposed on the Supplier by Condition 17.1.

- 17.3 Where in connection with this Contract, the Supplier and the Supplier's Personnel engaged in or about the execution of the Contract are required to provide the Services on the Council's premises where the Council's employees are required to carry out work, the Supplier shall comply with the Council's own employment policy and codes of practice relating to racial discrimination and equal opportunities, copies of which may be obtained from the Council.
- 17.4 The Supplier notify the Council immediately in writing upon becoming aware of any investigation or proceedings brought against the Supplier under the Equalities Provisions.
- 17.5 If requested to do so by the Council, the Supplier shall fully cooperate with the Council at its own expense in connection with any legal proceedings, ombudsman inquiries or arbitration in which the Council may become involved arising from any breach of the Council's duties under the Equalities Provisions due to the alleged acts or omissions of the Supplier or the Supplier's Personnel employed in and about the provision of the Services.

DISPUTE RESOLUTION

- 18.1 In the event of a disagreement or dispute between the parties in relation to the Supplies being provided or in relation to the interpretation of this Contract, the parties shall, in the first instance, endeavour to resolve the disagreement or dispute themselves (or through their representatives).
- 18.2 In the event of a failure to reach an agreement in accordance with Condition 18.1 above within a reasonable period of time the matter shall be referred to any mediation or conciliation procedure either within the Council or by reference to a third independent party agreed by the parties or failing agreement, appointed by the Authorised Officer. Any such mediation or conciliation will not be binding on the parties. Where it is expressly stated in this Contract that the opinion or decision of the Authorised Officer shall be final and binding such opinion or decision shall not be mediated.
- 18.3 The cost of mediation [or] conciliation shall be shared equally between the parties.

CONFIDENTIALITY AND PROTECTION OF INFORMATION

19.1. All confidential information (however recorded or preserved) disclosed by a Party or its Employees, Officers, Representatives or Advisers (together it's Representatives) to the other Party and that Party's Representatives in connection with this Agreement concerning:

19.1.1 the terms of this Agreement;

19.1.2 any information that would be regarded as confidential by a reasonable business person relating to:

- i. the business, affairs, clients, suppliers, plans, intentions, or market opportunities of the disclosing Party;
- ii. the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing Party (or of any member of the group of companies to which the disclosing Party belongs); and
- iii. any information developed by the Parties in the course of carrying out this Agreement shall be deemed as Confidential Information and may only be disclosed subject to the provisions of this Agreement.

19.2. The Supplier acknowledges that the confidentiality, integrity and availability of information and the security provided in relation to information is a material element of this Agreement.

19.3. The Supplier shall and shall at all times provide a level of security which:

19.3.1 is in accordance with Legislation and this Agreement.

19.3.2 is in accordance with compliance regimes representing Good Industry Practice; and

19.3.3 meets any specific security threats identified from time to time by the Council.

19.4. The Supplier shall ensure that it provides comparable technical and policy coverage of security to Information as if it were being processed directly by the Council. This shall include but not limited to the following:

19.4.1 All mobile storage systems and hardware shall be encrypted to at least industrial standards.

19.4.2 All employees shall be appropriately vetted before use in the services which are the subject of this Agreement.

19.4.3 All employees shall receive adequate information governance training which shall be annually refreshed.

19.4.4 All buildings and physical environments shall be subject to appropriate physical security and protection.

19.4.5 The Supplier shall permit access to Information by employees of the Council only as may be specifically designated by the Council.

19.4.6 The Supplier shall securely destroy all Information provided or created under this Agreement and no longer required to be retained in accordance with this Agreement.

- 19.5. The Supplier will have in place fully tested and effective business continuity plans.
- 19.6. The Supplier shall observe the following principles when handling personal data for the purpose of carrying out the Supplier's obligations under this Agreement:

19.6.1 Every proposed processing of Personal Data within or outside the Supplier's organisation should be clearly defined and regularly risk assessed and approved by an appropriate information governance role holder.

19.6.2 Personal Data must not be processed unless it is absolutely necessary. Personal Data should not be used unless there is no alternative.

19.6.3 The minimum necessary Personal Data is to be used. Where use of Personal data is considered necessary, each individual item of information should be justified with the aim of reducing the need for processing personally indefinable information.

19.6.4 Access to Personal Data should be on a strict to know basis. Employees should only have access to the data that they need to see, and should only receive the access and functionality permissions required to undertake their roles.

19.6.5 The Supplier must ensure that its employees are aware of their responsibility to comply with the common law duty of confidentiality.

19.6.6 All persons handling Personal Data must understand and comply with the DPA. All processing of Personal Data must be lawful.

- 19.7. Any information received by the Supplier from the Council under this Agreement or generated by the Supplier pursuant to this Agreement shall remain at all times the property of the Council. It shall be identified, clearly marked and recorded as such by the Supplier on all media and in all documentation.
- 19.8. The Supplier shall not, save as required by this Agreement, without the prior written consent of the Council disclose to any other person any information provided by the Council under this Agreement.
- 19.9. Where processing personal data, the Supplier shall not procure the services of any other agent or sub-contractor in connection with this Agreement without the explicit written consent of the Council.
- 19.10. The Supplier shall take all necessary precautions to ensure that all information obtained from the Council under or in connection with this Agreement, is given only to such of the Supplier's employees and professional advisors or consultants engaged to advise the Supplier in connection with this Agreement as is strictly necessary for the performance of this Agreement, and is treated as confidential and not disclosed (without prior written approval) or used by any such employees or such professional advisors or consultants otherwise than for the purposes of this Agreement.
- 19.11. The Supplier shall not use any information it receives from the Council otherwise than for the purpose of this Agreement.
- 19.12. With regards to Council's Data:

19.12.1 the Supplier shall not delete or remove any proprietary notices contained within or relating to Council Data.

19.12.2 the Supplier shall not store, copy, disclose or use the Council Data except as necessary for the performance of the Supplier's obligations under this Agreement or as otherwise expressly authorised in writing by the Council.

19.12.3 to the extent that Council Data is held and/or processed by the Supplier, the Supplier shall supply that Council Data to the Council as requested by the Council in the format specified by the Council.

19.12.4 the Supplier shall take responsibility for preserving the integrity of Council Data and preventing the corruption or loss of same.

19.12.5 the Supplier shall perform secure back-ups of all Council Data and shall ensure that up-to-date back-ups are stored off-site. The Supplier shall ensure that such back-ups are available to the Council at all times upon request.

19.12.6 if the Council Data is corrupted, lost or sufficiently degraded as a result of the Supplier's default so as to be unusable, the Council may:

19.12.6.1 require the Supplier (at the Supplier's expense) to restore or procure the restoration of Council Data in full and not later than three (3) days (subject to any agreed business continuity plan); and/or

19.12.6.2 in default thereof itself restore or procure the restoration of Council Data, and shall be repaid by the Supplier any reasonable expenses incurred in doing so.

19.13. if at any time the Supplier suspects or has reason to believe that Council Data has or may become corrupted, loss or sufficiently degraded in any way for the any reason, then the Supplier shall notify the Council immediately and inform the Council of remedial action the Supplier proposes to take.

19.14. The obligations imposed by this Clause shall apply during the continuance of this Framework Agreement and indefinitely after its expiry or termination.

DATA PROTECTION

20.1. The Council is and will remain the Data Controller in relation to the personal information processed under this Contract, and the Supplier will act as Data Processor with respect to such personal information. As such, the Supplier must follow the direction of the Council as to how Personal Data is processed.

20.2. All Personal Data acquired by the Supplier from the Council shall only be used for the purposes of this Contract and shall not be further processed or disclosed without the prior written consent of the Council.

20.3. If and when applicable the Supplier shall comply with the GDPR requirements with regards to appointing a Data Protection Officer.

20.4. The Supplier shall comply with all relevant code of practice issued under the DPA and GDPR.

20.5. The Supplier shall assist the Council in safeguarding the legal rights of the Data Subject.

20.6. The Supplier will have in place at all times appropriate technical and organisational security measures to safeguard Council Data in compliance with DPA and the National Cyber Security Centre (NSNC) guidance and the GDPR.

20.7. The Supplier shall indemnify the Council against loss, destruction or processing contrary to Information Legislation by itself, its employees, contractors or agents.

20.8. The Supplier shall ensure the reliability and training of all its relevant employees to ensure awareness of and compliance with the Supplier's obligations under the DPA and GDPR.

20.9. The Council shall respond to all Subject Access Request (SAR), whether received by the Supplier or the Council, and therefore the Supplier shall provide to the Council the personal data requested by the Data Subject (as defined in the DPA) within 10 working days of receipt of instruction by the Council for supply of the data.

20.10. The Supplier shall immediately notify the Authorised Officer if it receives:

20.10.1.a request from any person whose Personal Data it holds to access his Personal Data; or

20.10.2.a complaint or request relating to the Council's obligations under the DPA (and the GDPR when in force).

20.11. The Supplier will assist and co-operate with the Council in relation to any complaint or request received, including:

20.11.1. providing full details of the complaint or request;

- 20.11.2. providing the Council with any information relating to a SAR within 10 working days of receipt of the request;
 - 20.11.3. promptly providing the Authorised Officer with any Personal Data and other information requested by him.
- 20.12. The Supplier shall not process information outside of the EEA as defined by the DPA and GDPR without full prior written consent from the Council.
- 20.13. The Supplier shall cooperate with Data Protection Compliance Audits as and when requested.
- 20.14. When in force, the Supplier shall comply with GDPR requirements for maintaining accurate, current and comprehensive Records of Processing Activities.
- 20.15. The Supplier shall be liable for and shall indemnify the Council against each and every action, proceeding, liability, cost, claim, loss, expense (including reasonable legal fees and disbursements) and demands incurred by the Council which arise directly from a breach by the Supplier of its obligations under the DPA, including without limitation those arising out of any Third Party demand, claim or action, or any breach of Contract, negligence, fraud, wilful misconduct, breach of statutory duty or non-compliance with any part of the DPA (and GDPR when in force) by the Supplier or its Employees, servants, agents or sub-contractor.

FREEDOM OF INFORMATION

- 21.1 The Supplier shall throughout the term of the Contract give such assistance and provide such information to the Council as will be reasonably necessary to facilitate compliance by the Council with any of its statutory disclosure of information obligations including its obligations under the Freedom of Information Act 2000 (“FOIA”) or other applicable legislation or codes governing access to information other than FOIA..

- 21.2 The Supplier shall indemnify the Council for any costs that the Council incurs, including but not limited to external legal costs, in seeking to maintain the withholding of information arising out of or under the Contract in any way that the Supplier wishes to withhold, including but not limited to responding to information notices or lodging appeals against a decision of the Information Commissioner in relation to disclosure.

INTELLECTUAL PROPERTY RIGHTS

- 22.1 Intellectual Property Rights in including any specifications, instructions, plans, data, drawings, databases, patents, patterns, model, designs, the Contract Documents or other material('IPR Material') furnished to the Supplier by the Council, or prepared by or for the Supplier in relation to the performance of this Contract, shall remain the property of the Council.
- 22.2 The Supplier, shall not and shall procure that its employees, servants, agents, suppliers and sub-contractors shall not except as necessary for this Contract, without prior Approval use or disclose any such IPR Materials.
- 22.3 Where the Supplier uses any material which is subject to third party IPR, the Supplier shall procure that the owner of the IPR in any such material grants the Council a licence or, if itself a licensee of those rights, shall grant to the Council an authorised sub-licence, to use, reproduce and maintain the material. Such licence or sub-licence shall be non-exclusive, perpetual and irrevocable, shall include the right to sub-licence, transfer, novate or assign to any third party providing supplies or services to the Council, and shall be granted at no cost to the Council.
- 22.4 It is a condition of this Contract that the materials supplied or licensed by the Supplier will not infringe any IPR of any third party and the Supplier shall during and after the Contract Period indemnify and keep indemnified the Council against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities(including any damages or compensation paid by the Council on the advice of its legal advisor and after consultation with the Supplier to compromise or settle any claim and all legal costs or other expenses) which the Council may suffer or incur as a result of or in connection with any breach of this condition, except where any such claim refers to:
- (a) designs furnished by the Council;
 - (b) the use of data supplied by the Council which is not required to be verified by the Supplier under any provision of this Contract.
- 22.5 At the expiry or termination of this Contract, the Supplier shall immediately return to the Council any IPR Material which it holds on behalf of the Council for the performance of this Contract.

FORCE MAJEURE

- 23.1 If either party is prevented from carrying out its contractual obligations due to an act of God or force majeure (which shall include war, riot, civil commotion, explosion, fire, radiation, accident, government action, interruption in the supply of power, labour dispute other than a dispute concerning the Supplier's employees or the employees of its sub-contractor, epidemic or other circumstances which are both beyond the Supplier's control and which the application of due diligence and foresight could not have prevented) the Supplies shall be suspended until the circumstances have ceased. The Council shall not be liable to make payment to the Supplier during such suspension.
- 23.2 If the suspension continues for a period greater than one month either party may terminate the Contract upon service of one month's written notice.

TERMINATION

- 24.1 If one of the Parties commits a fundamental breach of its obligations under this Contract, then the other Party may, without prejudice to any accrued rights or remedies, terminate this Contract by notice in writing having immediate effect.
- 24.2 The Council may terminate this Contract by notice in writing having immediate effect, without prejudice to any accrued rights or remedies, if any one or more of the following occurs:
- (a) The Supplier commits a persistent breach of any of its obligations under Condition 13.3 of this Contract;
 - (b) the Supplier's directors become bankrupt or the Supplier makes a composition or arrangement with its creditors, or has a proposal in respect of its company for voluntary arrangement for a composition of debts, or scheme of arrangement approved in accordance with the Insolvency Act 1986; or the Supplier has an application made under the Insolvency Act 1986 to the Court for the appointment of an administrative receiver or has an administrative receiver appointed; or the Supplier has a provisional liquidator, receiver, or manager of its business or undertaking duly appointed; or the Supplier is in circumstances that entitle the Court or a creditor to appoint, or have appointed, a receiver, a manager, or administrative receiver or which entitle the Court to make a winding-up order;
 - (c) where the Council has, on grounds of breach of contract, terminated a contract between itself and the Supplier other than this Contract;
 - (d) where the Supplier or any of its employees or sub-contractors becomes embroiled in matters attracting significant negative publicity liable to reflect adversely on the Council, including but not limited to any occasion on which any of these persons is convicted

- of an arrestable offence;
 - (j) An event as described in Clause 16.1;
- 24.3 If the Contract is terminated by the Council under clause 24.1 or 24.2 the Council shall-
 - (a) Cease to be under any obligation to make further payment to the Supplier until all costs and damage resulting from or arising out of termination of the Contract have been calculated;
 - (b) Be entitled to deduct such costs from any sum or sums which would have been due to the Supplier or be entitled to recover the costs from the Supplier as a debt;
 - (c) be entitled to engage any other person to provide the Supplies and
 - (d) Be fully indemnified by the Supplier in respect of any loss and damage suffered as a consequence of termination including the cost of providing the Supplies for the remainder of the Contract Period to the extent that such cost exceeds the payment that otherwise would have been payable to the Supplier.
- 24.4 The rights under this clause are in addition to, and without prejudice to, any other rights that the Council may have at law or under this Contract.

BREAK CLAUSE

- 25.1 If either party wishes to determine the Contract at any time before the expiration of the Contract Period the party having such desire shall give to the other party [one] months notice in writing, then upon expiration of such notice as aforesaid the Contract shall cease and determine but without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim for breach of this Contract.

NOTICES

- 26.1 All notices shall be in writing and shall be delivered by hand or sent by pre-paid first class recorded delivery post or by facsimile, in the case of the Council, to the Authorised Officer's address stated in Schedule 1 or, in the case of the Supplier, to its address as stated above (which addresses may themselves be amended by notice in accordance with this Condition). Notices sent by post shall be deemed to have been received by the addressee 2 days after the day on which they were posted (excluding weekends and public holidays). Notices sent by facsimile during normal business hours shall be deemed to have been received on the date of despatch (or on the next working day if sent after normal business hours). All facsimile notices shall be confirmed by post.

CONTRACTS (RIGHTS OF THIRD PARTIES)

27.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Contract and no person who is not a party to this Contract shall be entitled to enforce any of the provisions of this Contract pursuant to the said Act.

ENVIRONMENTAL CONSIDERATIONS

28.1 The Council is committed to supporting the Government's initiative on the environment. The Supplier is expected to give due regard to environmental considerations throughout the duration of the Contract, including the use of materials that are or can be recycled and materials that are environmentally safe.

IN WITNESS whereof the parties have executed this Contract under hand the day and year first before written

EXECUTED ON BEHALF OF]
THE MAYOR AND BURGESSES OF]
THE LONDON BOROUGH OF]
HARINGEY by]

Director

Head of Business Unit

EXECUTED ON BEHALF OF]
THE SUPPLIER NAMELY [*Supplier*]]

by

Director

.

Director/Company Secretary

SCHEDULE I
AUTHORISED OFFICER, AUTHORISED PERSON(S) FOR SIGNATURE
AND CONTRACT MANAGER DETAILS

**SCHEDULE 2
SPECIFICATION**

**SCHEDULE 3
PAYMENT DETAILS**