**SHORT FORM TERMS & CONDITIONS FOR LEASED GOOD AND/OR SERVICES**

**LEASE AGREEMENT**

for

**THE PROVISION OF POSTAL GOODS AND SERVICES - MAILROOM EQUIPMENT IN MELTON BOROUGH COUNCIL**

Between

**MELTON BOROUGH COUNCIL**

Of Burton Street, Melton Mowbray, LE13 1GH (“the Council”)

and

**SUPPLIER NAME**

(Company Registration Number xxx and Charity Registration Number xxx)whose registered address is at   
xxxxxxxxxxxxxxxxxxxxxxxxxxxxx  
 (“the Supplier”)

**Commencement Date: 19th August 2019**

**Expiry Date: 18th August 2023**

**Dated ………………………….2019**

Table of Contents

**A.** [**PRELIMINARIES**](#preliminaries)

1. DEFINITIONS AND INTERPRETATION

2. DUE DILIGENCE

3[. WARRANTIES AND REPRESENTATIONS](#_Toc417986766)

4. ENTIRE AGREEMENT

**B.** [**DURATION OF LEASE AGREEMENT**](#durationofcontract)

5. LEASE AGREEMENT PERIOD

**C.** [**PERFORMANCE AND GOVERNANCE**](#contractperformance)

6. SUPPLY OF LEASED GOODS AND/OR SERVICES

7[. QUALITY STANDARDS AND GOVERNANCE](#_Toc417986810)

8. CONTINUOUS IMPROVEMENTS AND BEST VALUE DUTY

9. PERFORMANCE MONITORING

10. SUPPLIER’S FINANCIAL STABILITY

11[. CORPORATE REQUIREMENTS](#_Toc417986785)

12. RECORD KEEPING AND MONITORING

13. AUDIT ACCESS AND INSPECTION

**D.** [**PAYMENT, EXPENSES AND TAXATION**](#paymentexpenses)

14. PRICE AND PAYMENT

15. RECOVERY OF SUMS

**E.** [**SUPPLIER PERSONNEL AND SUPPLY CHAIN MATTERS**](#supplierpersonnel)

16[. COUNCIL’S CONTRACT MANAGER](#_Toc417986765)

17. SUPPLIER’S CONTRACT MANAGER

18. SUPPLIER’S EMPLOYEES

19. RELATIONSHIPS OF THE PARTIES

20. DISCLOSURE & BARRING SERVICE (DBS) REQUIREMENTS

21. WORKFORCE COMPETENCIES AND TRAINING

**F.** [**INTELLECTUAL PROPERTY AND INFORMATION**](#intellectualproperty)

22. INTELLECTUAL PROPERTY

23. CONFIDENTIALITY

24. DATA PROTECTION

25. FREEDOM OF INFORMATION

26. TRANSPARENCY

27. PUBLICITY

**G.** [**LIABILITY, INDEMNITY AND INSURANCE**](#liabilityindemnity)

28. LIABILITY AND INSURANCE

29. LIMITATION OF LIABILITY

**H.** [**REMEDIES**](#remedies)

30. COUNCIL REMEDIES FOR DEFAULT

31. DISPUTE RESOLUTION PROCEDURE

32. CUMULATIVE REMEDIES

**I.** [**TERMINATION AND EXIT MANAGEMENT**](#terminationandexit)

33. BREAK CLAUSE

34. TERMINATION

35. CONSEQUENCES OF TERMINATION OR EXPIRY

36. EXIT MANAGEMENT

Table of Contents

**J.** [**MISCELLANEOUS**](#miscellaneous)

37. NOTICES

38. PREVENTION OF BRIBERY AND CORRUPTION

39. INDUCEMENTS

40. CONFLICTS OF INTEREST

41. COUNCIL’S POLICIES

42. EQUALITY AND DIVERSITY

43. ENVIRONMENTAL

44. HEALTH AND SAFETY

45. EQUIPMENT

46. TRANSFER, SUB-CONTRACTING AND RESPONSIBILITY

47. VARIATION

48. GOVERNING LAW AND JURISDICTION

49. CHANGE IN LAW

50. THIRD PARTY RIGHTS

51. NO WAIVER

52. SEVERANCE

53. FORCE MAJEURE

**K.** [**SAFEGUARDING**](#safeguarding)

54. SAFEGUARDING

55. COMPLAINTS AND SERIOUS UNTOWARD INCIDENTS

SIGNATURES PAGE

[**SCHEDULE 1:** LEASED GOODS AND/OR SERVICE SPECIFICATION](#schedule1)

[**SCHEDULE 2:** LEASE AGREEMENT PRICE, PAYMENT AND INSURANCE](#schedule2)

[**SCHEDULE 3:** PERFORMANCE MONITORING AND REPORTING](#schedule3)

[**SCHEDULE 4:** REPRESENTATIVES OF THE PARTIES](#schedule4)

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

This Agreement is made on the [ ] day of [ ] 2019

[insert date here – once Agreement has been signed by both parties]

**BETWEEN:**

**(1)** Melton Borough Council, Burton Street, Melton Mowbray, LE13 1GH (the “Council”); and

**(2)** [Insert **Supplier’s Registered Name**] (Company Registration number [xxxx] and/or Registration Charity number [xxxx]) whose registered address is [xxxx] (the “Supplier”).

(together “the Parties” and each a “Party”).

#### WHEREAS:

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

#### IT IS HEREBY AGREED as follows:

1. PRELIMINARIES
2. DEFINITIONS AND INTERPRETATION

In this Lease Agreement 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:   * 1. the Council’s internal and external auditors;   2. the Council’s statutory or regulatory auditors;   3. 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 Leased Goods and/or Services and performance of the Lease Agreement Terms which comes into force after the Commencement Date; |
| **“Commencement Date”** | means (insert date); |
| **"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 Leased Goods and/or 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); |
| **“Lease Agreement”** | means these terms and conditions and any Schedules; |
| **“Lease Agreement Period”** | means the full term of this Lease Agreement from the Commencement Date until the Expiry Date, which shall in no event exceed a maximum duration of four (4) years; |
| **“Council”** | means Melton Borough 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 Lease Agreement or as amended from time to time, as set out in Schedule 4; (to be completed on award) |
| **"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 Lease Agreement and in respect of which the Supplier is liable to the Council; |
| **“Delivery”** | means in respect of Leased Goods, the time at which the Leased Goods have been delivered and, in respect of Services, the time at which the Services have been provided or performed by the Supplier in accordance with this Lease Agreement 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 Leased Goods and/or Services; |
| **"Disclosure & Barring Service (DBS)"** | means the Non-Departmental Public Body which helps employers make safer recruitment decisions and prevents unsuitable people from working with vulnerable groups, including children and vulnerable adults; |
| **"DBS Check(s)"** | means a Criminal Records Check on an individual carried out through the Disclosure & Barring Service (DBS); |
| **"Dispute"** | means any dispute, difference or question of interpretation arising out of or in connection with this Lease Agreement, including any dispute, difference or question of interpretation relating to the Leased Goods and/or Services, failure to agree in accordance with the Variation procedure or any matter where this Lease Agreement 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 Lease Agreement, 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 Lease Agreement 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 Lease Agreement and which shall include the Supplier's directors, officers, employees, agents, consultants, suppliers and/or any Sub-contractor; |
| **"Enhanced DBS Check & Barred List Check"** | means a disclosure of information comprised in an Enhanced DBS Check, together with information from Barred List Check (child & adult) as appropriate; |
| **"Expiry Date"** | means:  the end date of the initial Lease Agreement Period or any Extension Period; or  if this Lease Agreement is terminated before the date specified in (i) above, the earlier date of termination of this Lease Agreement; |
| **"Extension Period"** | means the extension term of this Lease Agreement from the end date of the initial Lease Agreement Period to the end date of the Extension Period, as stated in clause 5.2; |
| **"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 Lease Agreement 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 Leased Goods and/or Services similar to the Leased Goods and/or Services under the same or similar circumstances as those applicable to this Lease Agreement; |
| **“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; |
| **“Leased Goods”** | means the Leased Goods to be provided by the Supplier to the Council as specified in Schedule 1 (the Leased Goods Specification) in accordance with the Lease Agreement; |
| **“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 Leased 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 Leased Goods and/or Services (or any of them); |
| **“Price”** | means the total price of the Leased Goods and/or Services (exclusive of any applicable VAT) as set out in the Quotation, payable to the Supplier by the Council under this Lease Agreement as set out in Annex 1 of Schedule 2 (Lease Agreement Price, Payment and Insurance); (to be completed on award) |
| **"Prohibited Act"** | means any of the following constitute prohibited acts:   * 1. to directly or indirectly offer, promise or give any person working for or engaged by the Council a financial or other advantage to:      1. induce that person to perform improperly a relevant function or activity; or      2. reward that person for improper performance of a relevant function or activity;   2. 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 Lease Agreement;   3. committing any offence:      1. under the Bribery Act 2010; or      2. under legislation or common law creating offences concerning fraudulent acts relating to this Lease Agreement or any other contract with the Council; or      3. defrauding, attempting to defraud or conspiring to defraud the Council; or      4. 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 Leased 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 Leased 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 Lease Agreement 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 Lease Agreement; |
| **"Schedules"** | means the schedules attached to this Lease Agreement; |
| **“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 Services are being delivered 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 Lease Agreement, together with all equipment required and any associated Leased 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 Leased Goods and/or Services to be carried out 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:  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  standards detailed in the Lease Agreement specification (Leased Goods and/or Services) 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 Leased Goods and/or Services or any part thereof or facilities, services necessary for the provision of the Leased Goods and/or Services or any part thereof or necessary for the management, direction or control of the provision of the Leased 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 Lease Agreement; |
| **“Supplier”** | means the person, firm or company with whom the Council enters into the Agreement 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 Lease Agreement, as set out in Schedule 4 (to be completed on award); |
| **"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 Lease Agreement; |
| **"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 Lease Agreement 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 Leased 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. Reference in this Lease Agreement to:
     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;
     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;
     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
  2. 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.
  3. The index and headings to the clauses, appendices and schedules of this Lease Agreement are for ease of reference only and will not affect its construction or interpretation.

1. DUE DILIGENCE
   1. The Supplier acknowledges that:
      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 Lease Agreement; and
      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 Lease Agreement in reliance on its own due diligence alone.
2. WARRANTIES AND REPRESENTATIONS
   1. The Supplier warrants and represents that:
      1. it has full capacity and authority to enter into and to perform its obligations under this Lease Agreement;
      2. it has all necessary licences, rights and permissions to carry out its obligations under this Lease Agreement;
      3. it has full, clear and unencumbered title to all the Leased Goods supplied under this Lease Agreement;
      4. this Lease Agreement is executed by its duly authorised representatives;
      5. in entering the Lease Agreement it has not committed any Fraud and/or offence under the Prevention of Corruption Acts 1889 to 1916, or the Bribery Act 2010;
      6. this Lease Agreement shall be performed in compliance with all Laws (as amended from time to time) and all applicable Standards;
      7. it shall act in good faith in the performance of all terms and obligations set out in this Lease Agreement, and shall take such action as may be necessary or appropriate in order to perform this Lease Agreement;
      8. it shall conduct its business in a manner that is consistent with the principles of the Modern Slavery Act 2015;
      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 observe or perform the Leased Goods and/or Services or its obligations under the Lease Agreement;
   2. The Supplier warrants and represents that for the Lease Agreement Period the Leased Goods and/or Services will be provided:
      1. in a proper, skilful and workmanlike manner;
      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. 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 Lease Agreement;
      4. in accordance with the specification set out in Schedule 1 to this Lease Agreement and any descriptions provided by the Supplier;
      5. to the reasonable satisfaction of the Council and of satisfactory quality;
   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.
3. ENTIRE AGREEMENT
   1. The Lease Agreement and the documents referred to in it constitute the entire agreement between the Parties relating to the subject matter of this Agreement. The Lease Agreement 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.
4. DURATION OF LEASE AGREEMENT
5. Lease Agreement Period
   1. The Lease Agreement shall commence on the Commencement Date and, subject to clause 5.2, shall expire four (4) years after the Commencement Date unless terminated as hereinafter provided.
   2. The Council shall have the option to extend the Lease Agreement for a maximum period of twelve (12) Months from the end of the initial Lease Agreement Period, subject to satisfactory performance by the Supplier during the period set out in clause 5.1 and in accordance with the Council’s business requirements. If the Council chooses to extend the Lease Agreement, the Supplier shall be notified in writing within twenty (20) Working Days before the end of the Lease Agreement Period.
6. PERFORMANCE AND GOVERNANCE
7. SUPPLY OF LEASED GOODS AND/OR SERVICES
   1. The Supplier shall supply the Leased Goods and/or Services during the Lease Agreement Period in accordance with the Specification and Council's requirements as set out in this Lease Agreement. The Supplier agrees that the Council relies on the skill and judgment of the Supplier in the provision of the Leased Goods and/or Services and the performance of its obligations under this Lease Agreement during the Lease Agreement Period.
   2. If the Council informs the Supplier in writing that the Council reasonably believes that any part of the Leased Goods and/or Services does not meet the requirements of the Lease Agreement or differs in any way from those requirements, the Supplier shall at its own expense re-schedule and carry out the Leased Goods and/or Services in accordance with the requirements of the Lease Agreement within such reasonable time as may be specified by the Council.
8. QUALITY STANDARDS AND GOVERNANCE
   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 Lease Agreement.
   2. The Supplier shall at all times comply with the Technical Standards and the Quality Standards specified in the Lease Agreement, and where applicable shall maintain accreditation with the relevant Quality Standards' authorisation body. To the extent that the standard to which the Leased Goods and/or Services must be provided has not been specified in the Lease Agreement, the Supplier shall agree the relevant standard for the provision of the Leased Goods and/or Services with the Council prior to the provision of the Leased Goods and/or Services commencing, and in any event, the Supplier shall perform its obligations under the Lease Agreement in accordance with all applicable Law and Good Industry Practice.
   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 Lease Agreement.
   4. The Supplier shall ensure that its Employees shall at all times during the Lease Agreement Period:
      1. faithfully and diligently perform those duties and exercise such powers as necessary in connection with the provision of the Leased Goods and/or Services;
      2. obey all lawful instructions and reasonable directions of the Council and provide the Leased Goods and/or Services to the reasonable satisfaction of the Council; and
      3. apply all reasonable skill, care and diligence.
   5. The Supplier shall perform its obligations under the Lease Agreement in a timely manner.
   6. The Supplier shall, at no additional charge, provide on request to the Council complete and accurate data, Management Information and Performance Monitoring Reports in accordance with the provisions of the Specification and/or Schedule 3 (Performance Monitoring and Reporting).
   7. NOT USED;
   8. NOT USED;
9. CONTINUOUS IMPROVEMENTS AND BEST VALUE DUTY
   1. The Supplier shall have an ongoing obligation throughout the Lease Agreement Period to identify new or potential improvements to the provision of the Leased Goods and/or Services, with a view to reducing the Council’s costs and/or improving the quality and efficiency of the Leased 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.
   2. The Supplier must (to the extent that is reasonably practicable) co-operate with and assist the Council in fulfilling its Best Value Duty.
10. PERFORMANCE MONITORING
    1. The Supplier shall perform the Leased Goods and/or Services in accordance with the Specification set out in Schedule 1 to this Lease Agreement and shall comply and co-operate with any reasonable instructions given by the Council’s Contract Manager.
    2. The Supplier shall comply with the monitoring arrangements referred to in this Lease Agreement 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 Lease Agreement.
    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.
    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 Lease Agreement.
    5. If the Supplier at any time becomes aware of any material matter that could affect the performance of the Leased Goods and/or Services in accordance with the Lease Agreement, the Supplier shall inform the Council immediately.
11. SUPPLIER’S FINANCIAL STABILITY
    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.
12. CORPORATE REQUIREMENTS
    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.
    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.
    3. The Supplier shall perform its obligations under this Lease Agreement in accordance with:
       1. all applicable Law and Good Industry Practice;
       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.

1. RECORD KEEPING AND MONITORING
   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 Lease Agreement, full and accurate records and accounts of the Lease Agreement including the Leased 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 Lease Agreement.
   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 Lease Agreement Period safe and effective procedures against the destruction or loss or unauthorised use or alteration of the records and accounts.
2. AUDIT ACCESS AND INSPECTION
   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 Lease Agreement Period.
   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 Leased Goods and/or Services under this Lease Agreement.
3. PAYMENT, EXPENSES AND TAXATION
4. PRICE AND PAYMENT
   1. The Council shall pay the Price for the Leased Goods and/or Services to the Supplier as set out in Schedule 2 (Lease Agreement Changes, Payments and Insurance) (to be attached on award) of the Lease Agreement, which shall be inclusive of all costs and expenses incurred by the Supplier in providing the Leased Goods and/or Services, in accordance with the terms of this Lease Agreement.
   2. The Lease Agreement 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.
   3. The Price shall be payable by the Council Quarterly in arrears 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.
   4. Unless otherwise agreed in writing by both Parties, within ten (10) Calendar Days of the end of each Quarter the Supplier shall submit a Valid Invoice to the Council. Such invoices shall contain a detailed breakdown of the Leased Goods and/or Services provided by the Supplier as agreed by the Supplier’s Contract Manager and be supported by documentary evidence.
   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 Leased Goods and/or Services supplied to the satisfaction of the Council.
   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.
   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 Leased Goods and/or Services at all or has provided the Leased Goods and/or Services inadequately and any invoice relating to such Leased Goods and/or Services will not be paid unless or until the Leased Goods and/or Services have been supplied to the Council’s satisfaction.
   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 Lease Agreement. 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 Lease Agreement or otherwise.
   9. Where the Council seeks to vary the scope, frequency or performance of the Leased 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 carry out the Leased 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 (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.
   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 Lease Agreement.
5. RECOVERY OF SUMS
   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 Lease Agreement), the Council is entitled to deduct that money from any moneys due under this Lease Agreement or any other contract between the Council and the Supplier, irrespective of when such money shall have been or becomes payable or recoverable.
6. SUPPLIERS PERSONNEL AND WORKFORCE MATTERS
7. COUNCIL’S CONTRACT MANAGER
   1. The Council shall at all times during the period of the Lease Agreement employ a competent Contract Manager authorised to act on behalf of the Council for all purposes connected with this Lease Agreement. Details of that person are set out in Schedule 4.
8. SUPPLIER’S CONTRACT MANAGER
   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 Lease Agreement. This could be the service manager or another suitable authorised Employee. Details of that person are set out in Schedule 4.

[Guidance Note: Schedule 4 to be completed on award]

* 1. 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.

1. SUPPLIER’S EMPLOYEES
   1. The Supplier shall ensure that all Employees engaged in the provision of Leased Goods and/or Services under this Lease Agreement:
      1. are appropriately qualified, trained and experienced to provide the Leased Goods and/or Services with all reasonable skill, care and diligence;
      2. are vetted in accordance with Good Industry Practice and, where applicable, the DBS requirements and the Standards of the Council;
      3. have the legal right to work in the United Kingdom; and
      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;
   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.
   3. The Supplier shall ensure that during the Lease Agreement Period it has sufficient Employees to provide the Leased 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.
   4. The Supplier shall procure that the Supplier Employees shall vacate the Council Premises immediately upon the termination or expiry of the Lease Agreement.
2. RELATIONSHIPS OF THE PARTIES
   1. Nothing in this Lease Agreement, and no action taken by the Parties pursuant to this Lease Agreement, 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 Lease Agreement.
   2. At all times during the Lease Agreement Period the Supplier shall be an independent contractor and nothing in the Lease Agreement shall create a contract of employment, a relationship of agency or partnership or a joint venture between the Parties.
3. DISCLOSURE & BARRING SERVICE (DBS) REQUIREMENTS
   1. The Supplier shall make the necessary arrangements to ensure compliance with the requirements of Section 11 of the Children Act 2004, the Safeguarding Vulnerable Groups Act 2006 (the “SVA Act”), (as amended by the Protection of Freedoms Act 2012 and any other subsequent relevant legislation) in respect of all Employees and individuals engaged in the provision of the Leased Goods and/or Services, and the duty to safeguard and promote the welfare of children in the delivery of all aspects of the Leased Goods and/or Services.
   2. The Supplier shall ensure that all Employees and individuals engaged in the provision of the Leased Goods and/or Services are registered and enrolled on the Independent Safeguarding Authority list and are subject to a valid enhanced disclosure check through the Disclosure and Barring Service (“DBS”) including a check against the adults’ barred list and the children’s barred list and that such check shall be renewed at least every three years, and the Supplier shall monitor the level and validity of the checks under this clause 20.2 for each Employee and individual. The Supplier shall ensure that no Employees or individuals engaged in the provision of the Leased Goods and/or Services are barred from the activity in accordance with the provisions of the SVA Act.
   3. The Supplier shall keep records of all checks carried out pursuant to clause 20.2 which shall be stored in accordance with the DBS Code of Practice and the General Data Protection Regulation and the Data Protection Act 2018. On or before the Commencement Date the Supplier shall provide the Council with details of the disclosure numbers and dates the disclosures were made, in respect of all Employees and individuals. As and when additional checks are carried out (pursuant to clause 20.2) the Supplier shall provide the Council with details of the disclosure numbers and dates the disclosures were made, promptly.
   4. Where the disclosure information on a DBS certificate reveals criminal activity, a risk assessment must be carried out and kept by the Supplier and a copy provided promptly to the Council upon completion.
   5. The Supplier will comply with Good Industry Practice and any relevant industry standards and guidance in relation to following good practice and carrying out repeat DBS checks where required, for the avoidance of doubt the Supplier shall bear the costs of or arising from complying with this clause 20.
   6. The Supplier shall indemnify the Council against all Liabilities incurred by the Council arising from or connected to of the Supplier’s failure to comply with this clause 20.
4. WORKFORCE COMPETENCIES AND TRAINING
   1. The Supplier will ensure that all Employees are competent in their role and are actively engaged in staff development procedures. The Supplier will:
      1. be able to evidence their compliance with any national occupational standards, and employ Employees according to relevant procedures and competencies and ensure that all job descriptions are mapped to national occupational standards and outline the role, responsibilities and competencies required to effectively carry out the post;
      2. ensure that all Employees are aware of and comply with relevant sections of national legislation governing their roles;
      3. ensure that staff induction, supervision and appraisal procedures are all in place and submit copies and review dates of all human resources policies and protocols on request;
      4. identify and make available resources for on-going training needs and professional development, determined by a competency analysis based on national occupational standards, including attendance at any training deemed appropriate and necessary by the Council;
      5. have appropriate conduct and disciplinary procedures approved by the Council in place and enforce these;
      6. have a named individual as a contact for workforce issues, who will disseminate information to the respective colleagues;
      7. ensure that there is at all times a sufficient level of appropriate staff cover to provide a safe, effective and accessible service.
   2. The Supplier must maintain and keep accurate records on individual Employee members, which should include (but not limited to) personal details of recruitment, induction, training, supervision and appraisal, including Disclosure and Barring Service, Protection of Vulnerable Adult or Independent Safeguarding Authority check, and copies of relevant certification and references.
   3. NOT USED
   4. NOT USED
5. INTELLECTUAL PROPERTY AND INFORMATION
6. INTELLECTUAL PROPERTY
   1. The Supplier shall ensure and procure that the performance of the Supplier’s responsibilities and obligations under this Lease Agreement shall not infringe any Intellectual Property Rights of any third party.
   2. All Intellectual Property Rights in any specifications, instructions, plans, data, drawings, databases, patents, patterns, models, designs or other material:
      1. provided to the Supplier by the Council shall remain the property of the Council;
      2. prepared by or for the Supplier specifically for the use, or intended use, in relation to the performance of this Lease Agreement shall belong to the Council subject to any exceptions set out in the Lease Agreement.
   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 Lease Agreement. Such Intellectual Property the Supplier by virtue of this Lease Agreement shall assign to the Council with full title guarantee.
   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 Lease Agreement 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.
7. CONFIDENTIALITY
   1. The Supplier and the Council shall keep confidential and safeguard all Confidential Information shared between them obtained under or in connection with this Lease Agreement 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.
   2. The provisions of this clause 23 shall not apply to the extent that:
      1. such information was already in the public domain otherwise than by breach of this Lease Agreement;
      2. such information was obtained from a third party who is free to divulge the same;
      3. such information was personally developed without access to the other party’s Confidential Information;
      4. such disclosure is a requirement of Law, placed upon the Party making the disclosure.
   3. The Parties shall divulge Confidential Information only to those persons who are directly involved in providing the Leased Goods and/or Services under this Lease Agreement and who need to know the information, and shall ensure that such persons are aware of and comply with these obligations as to confidentiality.
   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.
   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.
   6. The provisions of this clause 23 shall continue in perpetuity.
8. DATA PROTECTION – NOT USED

1. FREEDOM OF INFORMATION
   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.
   2. Notwithstanding anything to the contrary contained or implied in any documents ornegotiations leading to the formation of this Lease Agreement or in this Lease Agreement:
      1. the Council shall be entitled to publish and/or release any and all terms or conditions of this Lease Agreement, the contents of any documents, Schedules and/or information contained in or relating to the formation of this Lease Agreement under the provisions of the FOIA, EIR or the Local Government Transparency Code 2014, (“the Code”) as it sees fit;
      2. nothing contained in this Lease Agreement shall prevent the Council from comply with its Information disclosure obligations under the FOIA or the EIR.
   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.
   4. The Supplier shall not publish or otherwise disclose any information contained in this Lease Agreement or in any negotiations leading to the formation of it without the Council's previous written consent.
2. TRANSPARENCY
   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 Lease Agreement, and any Schedules to this Lease Agreement, is not Confidential Information. The Council shall be responsible for determining in its absolute discretion whether any part of the Lease Agreement or its Schedules is exempt from disclosure in accordance with the provisions of the FOIA and the EIR.
   2. Subject to Clause 26.1, the Supplier hereby gives its consent for the Council to publish the Lease Agreement, including from time to time agreed changes to the Lease Agreement, to the general public in whatever form the Council agrees.
3. PUBLICITY
   1. The Supplier will not use any corporate logos of the Council nor refer to the Council or this Lease Agreement or the Leased Goods and/or Services, directly or indirectly, in connection with any product, promotion or publication and shall not at any time during the Lease Agreement 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.
4. LIABILITY, INDEMNITY AND INSURANCE
5. LIABILITY AND INSURANCE
   1. The Supplier shall effect and maintain insurance necessary to cover any liability arising under this Lease Agreement.
   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.
   3. The Supplier shall at all times throughout the Period of this Lease Agreement maintain in force such policies of insurance with reputable insurers or underwriters as are sufficient to cover its liability under this Lease Agreement.
   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.
   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 Lease Agreement 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.
   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.
   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 Lease Agreement or the performance of the Leased Goods and/or Services.
   8. The provisions of this clause 28 shall survive the termination or expiry of this Lease Agreement for whatever reason.
6. LIMITATION OF LIABILITY
   1. Subject to clause 34.1, the Council’s total liability arising under, or in connection with, this Lease Agreement, whether in tort (including negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise, shall be limited as follows:
      1. for non-payment of invoices for Leased Goods and/or Services purchased, to the amount unpaid; or
      2. for any other type of liability, to the amount paid for the Leased Goods and/or Services under the Lease Agreement.
   2. Subject to clause 29.1, the Supplier’s total liability arising under, or in connection with, this Lease Agreement, whether in tort (including negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise, shall be limited to one (1) million pounds sterling or one hundred and twenty five percent (125%) of the total Price whichever is the greater.
   3. Subject to clause 34.1, neither Party will be liable to the other Party for:
      1. any indirect, special or consequential loss or damage; or
      2. any loss of profits, turnover, business opportunities or damage to goodwill (whether direct or indirect).
   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:
      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;
      2. any wasted expenditure or charges rendered unnecessary;
      3. the additional cost of procuring replacement Leased Goods and/or Services for the remainder of the Lease Agreement Period;
      4. any anticipated savings; and
      5. any fine, penalty or costs incurred by the Council pursuant to Law.
   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 Lease Agreement.
7. REMEDIES
8. **COUNCIL REMEDIES FOR DEFAULT**
   1. Without prejudice to any other right or remedy of the Council howsoever arising, if any of the Leased Goods and/or Services supplied are not in accordance with the Lease Agreement, the Council shall be entitled to:
      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 Leased Goods and/or Services and carry out any other necessary work to ensure that the terms of this Lease Agreement are fulfilled, in accordance with the Council's instructions;
      2. carry out, at the Supplier's expense, any work necessary to make the provision of the Leased Goods and/or Services comply with this Lease Agreement; or
      3. subject to clause 28 (Liability and Insurance) require repayment of the proportion of the Price which has been paid in respect of such Leased Goods and/or Services together with payment of any additional expenditure over and above the Price reasonably incurred by the Council in obtaining replacement Leased Goods and/or Services.
9. **DISPUTE RESOLUTION PROCEDURE**
   1. If a dispute arises between the Council and the Supplier out of or in connection with the Lease Agreement, 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.
   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.
   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.
10. **CUMULATIVE REMEDIES**
    1. Unless otherwise provided in this Lease Agreement, all rights and remedies under this Lease Agreement are cumulative and do not exclude any rights or remedies provided by Law, in equity or otherwise.
11. TERMINATION AND EXIT MANAGEMENT
12. BREAK CLAUSE
    1. By mutual agreement either the Council or the Supplier may terminate the whole or any part of this Lease Agreement by giving the other Party thirty (30) Working Days notice in writing indicating its intention to do so.
13. TERMINATION
    1. The Council shall be entitled to terminate this Lease Agreement and the Supplier’s engagement without any payment in lieu of notice, compensation or damages forthwith upon the Council becoming aware of the following:
       1. if the Supplier shall be in material or persistent breach of non-observance of any of the provisions in this Lease Agreement 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 Lease Agreement; or
       2. if the Supplier or anyone providing Leased 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.
    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.
    3. The Council may forthwith terminate this Lease Agreement 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:
       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 Lease Agreement 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 Lease Agreement or any other Contract with the Council;
       2. shown or forborne to show any favour or disfavour to any person in relation to the Lease Agreement or any other Contract with the Council;
       3. committed an offence under the Prevention of Corruption Acts 1889 to 1916, or the Bribery Act 2010; or
       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.

* 1. The Council may terminate the Lease Agreement 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:
     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 Lease Agreement; or
     2. becomes insolvent, bankrupt, enters into liquidation, enters into a voluntary arrangement; or
     3. appoints a receiver or such similar event in any jurisdiction save for the purposes of a solvent reconstruction or amalgamation; or
     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
     5. has an administrator appointed for it on behalf of a creditor; or
     6. is subject to an application for the appointment of an administrator; or
     7. is subject to a notice to appoint an administrator; or
     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
     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
     10. is unable to agree to or provide a Variation in accordance with clause 47; or
     11. fails to comply in the performance of this Lease Agreement with its legal obligations in the fields of environmental, social or labour law or the Modern Slavery Act 2015.
  2. The Council may serve a Termination Notice on the Supplier were:
     1. there has been a change of circumstances that has substantially modified the Lease Agreement 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;
     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;
     3. the Lease Agreement is declared ineffective by a review body in accordance with Regulation 98(2) of the Public Contract Regulations 2015.
  3. Either Party may terminate the Lease Agreement by written notice to the other Party with immediate effect if that other Party commits a Default and:
     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
     2. the Default is not capable of remedy; or
     3. the Default is a material breach of the Lease Agreement.
  4. The Council reserves the right to terminate the Lease Agreement 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 Lease Agreement.
  5. 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.

1. CONSEQUENCES OF TERMINATION OR EXPIRY
   1. On termination of the Lease Agreement pursuant to clauses 33 or 34.4, 34.5, 34.6 or 38.5 or 53.1 the Council shall:
      1. pay to the Supplier sums due and reasonably incurred up to the date of termination where the Council has received Leased Goods and/or Services to the equivalent value;
      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 Lease Agreement if it had not been terminated.
   2. The Council shall not be liable under clause 35.1.2 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 Lease Agreement, exceeds the total sum that would have been payable to the Supplier if the Lease Agreement had not been terminated prior to the expiry of the Lease Agreement Period.
   3. Termination or expiry of this Lease Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Lease Agreement which existed at or before the date of termination or expiry.
2. **EXIT MANAGEMENT** – NOT USED
3. MISCELLANEOUS
4. NOTICES
   1. Any notice required by this Lease Agreement 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 Melton Borough Council, Burton Street, Melton Mowbray, LE13 1GH 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).
   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) hoursafter 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.
5. **Prevention of Bribery and CORRUPTION**
   1. The Supplier:
      1. shall comply with allapplicable 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 Lease Agreement, shall comply with allapplicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
      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 Lease Agreement, excluding any arrangement of which full details have been disclosed in writing to the Council before the execution of this Lease Agreement.
   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.
   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.
   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 Counter Fraud Prevention Strategy can be found on the Council’s website using the following link.

<http://www.melton.gov.uk/directory/10/strategies_plans_and_policies>

* 1. The Council may terminate this Lease Agreement 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 Lease Agreement 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:
     1. with the authority; or,
     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.

* 1. Any termination under clause 38.5 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Council.

1. INDUCEMENTS
   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 Lease Agreement or any other contract with the Council, or for showing or refraining from showing favour or disfavour to any person in relation to the Lease Agreement or any such contract. The attention of the Supplier is drawn to the criminal offences under the Bribery Act 2010.
   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.
2. CONFLICTS OF INTEREST
   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 Lease Agreement.
   2. The Supplier shall promptly notify the Council and disclose full particulars of any such conflict of interest which may arise.
3. COUNCIL’S POLICIES
   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.
4. EQUALITY AND DIVERSITY
   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.
   2. Where relevant, the Supplier must fully comply with the Accessible Information Standard (DCB1605 Accessible Information) in making health and social care information accessible to patients, Service Users, carers and parents with a disability, impairment or sensory loss. Information relating to the Accessible Information Standard can be found using the following link:

<http://www.content.digital.nhs.uk/isce/publication/accessible-information>

1. ENVIRONMENTAL
   1. The Supplier shall work with the Council in so far as necessary to improve the effects of the Leased Goods and/or Services, and their supply, on the environment and shall consider environmental efficiency as part of its operational planning process throughout the Lease Agreement Period.
2. HEALTH AND SAFETY
   1. The Supplier and all persons engaged in the performance of this Lease Agreement 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.
   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.
3. EQUIPMENT
   1. Unless otherwise stated in the Lease Agreement, the Supplier shall provide and maintain at its own cost all the Equipment necessary for the supply of the Leased Goods and/or Services or its obligations under this Lease Agreement 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.
4. TRANSFER, SUB-CONTRACTING AND RESPONSIBILITY
   1. Neither the Council nor the Supplier shall assign, novate or sub-contract or in any other way dispose of this Lease Agreement or any part thereof without the prior written consent of the other Party. Sub-contracting any part of the Lease Agreement shall not relieve the Supplier of any obligation or duty attributable to the Supplier under the Lease Agreement.
   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.
   3. In the event the Supplier engages a Sub-contractor for the purpose of providing the Leased Goods and/or Services, (in whole or in part), the Supplier shall include a requirement within every Sub-contract to provide for the following:
      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;
      2. a requirement that the Sub-contract includes substantially the same provisions as those contained in this Lease Agreement, including an obligation to comply with the Modern Slavery Act 2015; and
      3. a right for the Supplier to terminate the Sub-contract if the relevant Sub-contractor fails to comply in the performance of its Lease Agreement with legal obligations in the fields of environmental, social or labour law.
   4. If the Council agrees that the Supplier may Sub-contract its obligations under this Lease Agreement, the Supplier shall ensure that it has the ability to audit its Sub-contracts to ensure compliance with the provisions of the Sub-contract.
   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 Lease Agreement the Supplier shall continue to provide the Leased Goods and/or Services as agreed under this Lease Agreement, at no additional cost in so far as no additional obligations are placed upon the Supplier in performing the Leased Goods and/or Services.
5. VARIATION
   1. Subject to the provisions of this clause 47 either Party may request a variation to this Lease Agreement provided that such variation does not amount to a material change of this Lease Agreement within the meaning of the Regulations and the Law. Such a change once implemented is hereinafter called a "Variation".
   2. No Variation to this Lease Agreement is valid unless it is in writing and signed/sealed (as appropriate) by both Parties, using a Deed of Variation.
   3. 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 Lease Agreement.
6. GOVERNING LAW AND JURISDICTION
   1. This Lease Agreement 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.
7. CHANGE IN LAW
   1. The Supplier shall comply at all times with the Law in its performance of this Lease Agreement and shall neither be relieved of its obligations to provide the Leased Goods and/or Services in accordance with the terms of this Lease Agreement 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 Leased Goods and/or Services is reasonably foreseeable at the Commencement date.
   2. If a Specific Change in Law occurs or will occur during the Lease Agreement 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 Leased Goods and/or Services, the Price or the Lease Agreement.
   3. Any Variation agreed by the Parties pursuant to clause 49.2 shall be implemented in accordance with clause 47 (Variation).
8. THIRD PARTY RIGHTS
   1. Nothing in this Lease Agreement shall create any rights for third parties under the Contracts (Rights of Third Parties) Act 1999 (the “Act”). No Variation of this Lease Agreement and no supplemental or ancillary agreement to this Lease Agreement 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.
9. NO WAIVER
   1. Failure by either Party at any time to enforce any one or more of the provisions of this Lease Agreement 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 Lease Agreement nor affect the validity of the Lease Agreement or any part of it or the right of the Parties to enforce any provision in accordance with its terms.
10. SEVERANCE
    1. If any provision (or part of any provision) of the Lease Agreement 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 Lease Agreement had been executed with the invalid, illegal or unenforceable provision eliminated.
11. FORCE MAJEURE
    1. Neither Party shall be liable to the other Party for any delay in performing, or failure to perform, its obligations under the Lease Agreement 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 Lease Agreement for the duration of such Force Majeure. If a Party is unable to perform its material obligations under the Lease Agreement as a result of a Force Majeure event for a period of more than one (1) months (commencing on the date of the Force Majeure notices served by the Party seeking to claim relief), the other Party may terminate the Lease Agreement by notice in writing to the other Party with immediate effect or on a set termination date.
    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 Leased Goods, Services, components, or materials and breach of the Supplier’s warranties under clause 3 shall not be regarded as an event of Force Majeure.
    3. The Supplier will not have the right to any payment from the Council under this Lease Agreement where the Supplier is unable to provide the Good and/or Services or otherwise perform its obligations under the Lease Agreement because of an event of Force Majeure.

K. MISCELLANEOUS

1. SAFEGUARDING – NOT USED

55 COMPLAINTS AND SERIOUS UNTOWARD INCIDENTS - NOT USED

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

SIGNED for and on behalf of

**MELTON BOROUGH COUNCIL**

By its Authorised Signatory

|  |  |
| --- | --- |
| Signed |  |

|  |  |
| --- | --- |
| Print Name |  |
| Title |  |
| Date |  |

SIGNED for and on behalf of

[Insert **SUPPLIER’S NAME**]

BY its Authorised Signatory

|  |  |
| --- | --- |
| Signed |  |

|  |  |
| --- | --- |
| Print Name |  |
| Title |  |
| Date |  |

**MELTON BOROUGH COUNCIL – LEASE AGREEMENT SCHEDULES**

**SCHEDULE 1: THE LEASED GOODS SPECIFICATION**

**Software**

The Council wishes to implement a software management solution to assist in generating periodic reporting schedules for budgetary usage. Please indicate if you are able to fulfil the specification required and provide indicative pricing in the Pricing Schedule (Document 4). Failure to meet all of the Contracting Authority essential (E) requirements could result in a non-compliant bid and be rejected.

|  |  |
| --- | --- |
| **Feature** | **Essential/**  **Desirable** |
| Web based administration | E |
| Full audit history for all transactions including breakdown of departmental costs, type of class, size, date, time. | E |
| Reporting | E |
| Scheduled email reports | D |
| Configurable to user, department, cost centre and full estate and to report on these variances | E |
| Cross platform support for Microsoft Windows 7 | E |
| Cross platform support for Microsoft Windows XP | D |
| Compatible with all future client operating system releases from Microsoft (e.g. Windows 8) | E |
| Management controls | E |
| Capture total output per department | E |
| Capture the volume of post franked (class, size etc) | E |
| Collate reports based on departments and distribute these to named individuals managing the account | D |
| Produce periodic standard reports and management information automatically for the Contract Manager, Procurement Team, Finance Team and IT Department | E |
| Operate effectively within the IT infrastructure | E |

**1.1 Service Requirement Summary**

|  |  |
| --- | --- |
| **Service Requirement** | **Essential/**  **Desirable** |
| Supplier service desk operating hours 8.30 – 5.30 Mon-Fri | E |
| Out of hours service | D |
| Account Manager | D |
| Regular account meetings | D |
| Automatic meter readings collected | D |
| Automatic Ink cartridge / tank ordering and delivery. | E |
| Automatic fault reporting | E |
| Flexible invoicing available (e.g. consolidated or one monthly/quarterly bill per as required. Clear invoice to include rental and maintenance service, but itemised.) | E |
| Qualified service engineers on software, hardware and peripherals. | E |
| 2 hour response / 4 hour fix to faults (category C device) | E |
| Ink Cartridge, Ink Tank and replacement parts covered under the maintenance service charge | E |

**1.2 Franking Machine Specifications**

This device will be used in the Post room for use. On average, the no of items processed can range from 300 – 1000 per day. Within the specification you will note that each of the criteria is listed as either essential (E) or desirable (D). Please ensure that the device specified on the pricing schedule delivers all of the essential elements. Failure to meet all of the Contracting Authority essential (E) requirements could result in a non-compliant bid and be rejected.For the desirable items we have added columns to allow for additional pricing for those elements as optional add-ons, which may be required in certain locations. In instances where a desirable item is included as standard in the device cost, please indicate this on the pricing schedule within the desirable item-pricing box. The figures quoted for essential criteria are the minimum acceptable standard. Should more than 1 machine type cover the specification requested, provide details and pricings of each machine separately.

|  |  |
| --- | --- |
| **Feature** | **Essential/**  **Desirable** |
| **Operational Efficiency**  Speed: between 60 LPM and 110 LPM  Envelope Minimum: 89mm x 127mm  Envelope Maximum: 229mm x 324mm  Maximum envelope thickness: 16mm  Envelope orientation: Landscape or Portrait  Automatic Label Dispenser  Label Dispenser: Automatic  Imprint job memories: 9 | E E  E  E  E  E  E  E |
| **Mail Quality and Security**  Security System: User Access  Advertising Slogans: 8 standard 2 open  Mail Class: Automatically printed  Pin Code protection | E E E  E |
| **Budget optimisation**  Account Reporting and Control: 30 – 50 Departments  Re-Credit facility available  Online Access to detailed postal usage by departments and class  Postage Usage allocation by department | E  E  E  E |
| **Options**  Weighing Platforms: 3,5,10,30kg  Differential Weighing  Departmental Upgrade: 100  Bar Code Scanner  USB Mass Storage | E E E  E  E |

Please consider the volumes currently used, and advise on an appropriate speed and specification device. More than one model may be suggested within each category, to suit volumes expected etc.

Please consider the volumes currently used, and advise on an appropriate speed and specification device. More than one model may be suggested within each category, to suit volumes expected etc.

**SCHEDULE 1: ANNEX 1 – IMPLEMENTATION PLAN**

* 1. The Implementation Plan is set out below:
  2. The Milestones to be Achieved are Identified below:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Milestone | Deliverables | Duration | Milestone Date | Customer Responsibilities | Milestone Payments |
| Delivery, installation, and all Testing and Training completed in respect of the Leased Goods | The Leased Goods and any associated materials, as set out in the Specification | N/A | TBC | Provide access | None |

**SCHEDULE 2: LEASE AGREEMENT PRICE, PAYMENT AND INSURANCE**

1. DEFINITIONS – NOT USED

1. GENERAL PROVISIONS
   1. This Schedule details:
      1. the Price for the Leased Goods and/or the Services under this Lease Agreement;
      2. the payment terms for the Price;
      3. the invoicing procedure; and
      4. the procedure applicable to any adjustments of the Price.
      5. the insurance necessary to cover any liability arising under this Lease Agreement.
2. LEASE AGREEMENT PRICE
   1. The Price which is applicable to this Lease Agreement is set out in Annex 1 of this Schedule.
3. COSTS AND EXPENSES
   1. The Price include all costs and expenses relating to the provision of Leased Goods and/or Services and/or the Supplier’s performance of its obligations under this Lease Agreement 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:
      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
      2. any amount for any services provided or costs incurred by the Supplier prior to the Commencement Date.
4. PAYMENT TERMS
   1. The Supplier shall be paid by quarterly periodic payment in arrears in accordance with the payment terms set out in Annex 2 of this Schedule, upon receipt of a valid and undisputed invoice.
5. INVOICING PROCEDURE
   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 Lease Agreement.
   2. The Supplier shall ensure that each invoice (whether submitted electronically or in a paper form, as the Council may specify):
      1. contains:
         1. all appropriate references, including the unique Order reference number; and
         2. a detailed breakdown of the delivered Leased Goods and/or Services, against the applicable due and payable Price;
      2. shows separately the VAT added to the amount due and payable; and
      3. is supported by any relevant documentation reasonably required by the Council to substantiate that the invoice is a Valid Invoice.
   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 Lease Agreement, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.
   4. The Supplier shall submit invoices either in:
      1. electronic format to [TBC](mailto:creditors@rutland.gov.uk); or
      2. paper format to:- ‘Creditors, Melton Borough Council, Burton Street, Melton Mowbray, LE13 1GH’
6. ADJUSTMENT OF LEASE AGREEMENT PRICE
   1. The Price shall only be varied:
      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
      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.
   2. Subject to paragraphs 7.1.1 or 7.1.2 of this Schedule or clause 14.9 or 47 of the Agreement, the Price shall not increase during the Lease Agreement Period.
7. INDEXATION – NOT USED
8. IMPLEMENTATION OF ADJUSTED LEASE AGREEMENT PRICE
   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:
      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
      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: LEASE AGREEMENT PRICE**

[Guidance Note: Prior to the commencement of this Lease Agreement, insert here the Supplier’s quoted Price]

The tendered Price shall not increase during the Lease Agreement Period.

**SCHEDULE 2: ANNEX 2: PAYMENT TERMS**

[Guidance Note: insert details of the agreed payment terms]

**SCHEDULE 2: ANNEX 3: INSURANCE PROVISION**

* 1. The Supplier shall effect and maintain the following insurances in relation to the performance of its obligations under this Lease Agreement:
     1. Employers' Liability insurance with a minimum limit of five million pounds sterling (£5,000,000) for each individual claim.
     2. Public Liability insurance adequate to cover all risks in the performance of this Lease Agreement from time to time with a minimum limit of five million pounds sterling (£5,000,000) for each individual claim.
  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 Lease Agreement.
  3. The terms of any insurance or the amount of cover shall not relieve the Supplier of any liabilities arising under this Lease Agreement.
  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.
  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: PERFORMANCE MONITORING AND REPORTING**

1. GENERAL PROVISIONS
   1. The Supplier shall provide a competent and proactive Contract Manager to ensure that all Standards and/or Service Levels (if any) specified in this Lease Agreement are achieved to the highest standard throughout the Lease Agreement Period.
2. PERFORMANCE MONITORING AND REPORTING
   1. The Supplier shall at all times comply with the Service Standards and Service Levels specified in the Specification.
   2. The Supplier shall comply with the monitoring arrangements referred to in this Lease Agreement including, but not limited to, the provision of such data, Management Information and Performance Monitoring Reports as the Council may reasonably require from time to time.
   3. The Supplier shall measure, monitor and report on the performance of this Lease Agreement by reference to the Specification, and the Service Standards and Service Levels specified therein, and shall send the Council a quarterly Performance Monitoring Report detailing the level of service which has been achieved against agreed Service Standards to verify compliance with the Specification.
   4. In the event that the Specification fails to specify the Service Standards and Service Levels to which the Leased Goods and/or Services must be provided, and/or the data, Management Information and Performance Monitoring Reports required in support of those Service Standards, the Supplier shall provide the Council with details of how the process in respect of the monitoring and reporting of Service Standard will operate between the Parties, within twenty (20) Working Days of the Commencement Date. The Parties will endeavour to agree such process as soon as reasonably possible, and in any event, the Supplier shall perform its obligations under this Lease Agreement in accordance with all applicable Law and Good Industry Practice.
   5. If there has been, or is likely to be, a failure to achieve the agreed Service Standards in the level of performance of the Supplier and/or in the provision of the Leased Goods and/or Services, the Supplier shall immediately notify the Council in writing advising on what action the Supplier has taken to mitigate the impact of the performance failure on the Council and/or Service User, and to resolve the underlying cause and prevent recurrence.
3. PERFORMANCE REVIEW MEETINGS
   1. The Parties shall attend Performance Review Meetings to discuss the quarterly Performance Monitoring Reports on a twelve (12) Monthly basis (unless otherwise agreed). The Performance Review Meetings will be the forum for the review by the Supplier and the Council of the Performance Monitoring Reports and the level of service which has been achieved against agreed Service Standards.
   2. The Performance Review Meetings shall (unless otherwise agreed) take place at such location and time (within normal business hours) as the Council shall reasonably require and shall be attended by the Supplier's Contract Manager and the Council's Contract Manager, or in the event that they are unable to attend a nominated Authorised Officer of equal status as the Contract Manager.

**SCHEDULE 4: REPRESENTATIVES OF THE PARTIES**

|  |  |
| --- | --- |
| Council’s Contract Manager | Supplier’s Contract Manager |
| Name:Sally Renwick Address:  **Melton Borough Council**  Burton Street, Melton Mowbray  LE13 1GH Telephone: Email: | Name:NAME, JOB TITLE Address:  **Melton Borough Council**  Burton Street, Melton Mowbray  LE13 1GH Telephone: Email: |
| Council’s second Representative | Supplier’s second Representative |
| Name: Address:  **Melton Borough Council**  Burton Street, Melton Mowbray  LE13 1GH Telephone: Email: | Name:NAME, JOB TITLE Address:  **Melton Borough Council**  Burton Street, Melton Mowbray  LE13 1GH Telephone: Email: |