DATE

**SUPPLY OF SERVICES AGREEMENT**

**FOR THE COLLECTION & KENNELLING OF**

**[STRAY, DANGEROUS and CARE] DOGS**

**NORTH SOMERSET COUNCIL** (1)

AND

**[SUPPLIER]** (2)

N P Brain

Head of Legal and Democratic Services

North Somerset Council

Town Hall

Weston-super-Mare

BS23 1UJ

(Ref ACM/43992)

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**SUPPLY OF SERVICES CONTRACT**

**CONTRACT DETAILS**

**DATE:**

|  |  |
| --- | --- |
| **Council:** | **NORTH SOMERSET COUNCIL** |
| **Council's address:** | Town Hall, Walliscote Grove Road, Weston-super-Mare, BS23 1UJ |
| **[Council's representative:]** | Name: [NAME]  Title: [TITLE]  Email: [EMAIL]  Telephone: [NUMBER]  Postal Address: [POSTAL ADDRESS] |
| **Supplier:** | [COMPANY NAME] LIMITED (No. [NUMBER]) |
| **Supplier's address:** | [ADDRESS] |
| **Supplier's VAT number:** | [NUMBER] |
| **[Supplier's representative:]** | Name: [NAME]  Title: [TITLE]  Email: [EMAIL]  Telephone: [NUMBER]  Postal Address: [POSTAL ADDRESS] |
| **Services Start Date:** | [[DATE] |
| **Services:** | [DESCRIPTION], as further detailed in **Schedule** 1. |
| **Key Deliverables:** | [DESCRIPTION], as further detailed in **Schedule** 1. |
| **Charges:** | [[SUMS], as further detailed in **Schedule** 2 |
| **[Special terms:]** | [In the Conditions:  [(a) **Clause** [NUMBER] deleted: The entire text of **Clause** [NUMBER] is deleted and replaced with the words "Not used".]  [(b) **Clause** [NUMBER] added: This **Clause** is inserted into the Conditions: [NEW **CLAUSE**].]  [c) **Clause** [NUMBER] amended: This **Clause** is amended to read as follows: [AMENDED **CLAUSE** IN FULL].]] |
| **Schedules:** | **Schedule** 1: Services.  **Schedule** 2: Charges.  **Schedule** 3: Mandatory Policies.  [**Schedule** 4: Data protection.]  [DETAILS OF ADDITIONAL **SCHEDULE**S] |

1. This Contract is made up of the following:

(a) The Contract Details.

(b) The Conditions.

(c) The Mandatory Policies.

(d) The **Schedule**s specified in the Contract Details.

2. If there is any conflict or ambiguity between the terms of the documents listed in **Paragraph** 1, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

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

|  |  |
| --- | --- |
| Signed by [NAME OF DIRECTOR]  for and on behalf of [NAME OF **COUNCIL**] | ...................................  Director |
| Signed by [NAME OF DIRECTOR]  for and on behalf of [NAME OF SUPPLIER] | ...................................  Director |

**BACKGROUND**

**(A)**  The Council has a statutory duty, under the Environmental Protection Act 1990 and the Clean Neighbourhoods and Environment Act 2007, to make provision for the collection and kennelling of any stray dogs found within its area.

**(B)**   The Council wishes to obtain such Services for the whole geographic area of North Somerset in the terms set out in this agreement.

**(C)** The Supplier has agreed to providing such Services.

AGREED TERMS

1. Interpretation
   1. **Definitions**:
2. Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
3. **Business Hours:** the period on any Business Day during the hours of 0830 to 1700 hours Monday to Thursday and 0830 to 1630 on Friday).
4. Charges: the charges payable by the **Council** for the supply of the Services by the Supplier, as set out in the Contract Details and **Schedule** 2.
5. Conditions: these terms and conditions set out in **Clause** 1 (Interpretation) to **Clause** 13 (General) (inclusive).
6. Contract: the contract between the **Council** and the Supplier for the supply of the Services in accordance with the Contract Details, the Mandatory Policies, these Conditions and any **Schedule**s.
7. control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.
8. Council Materials: all materials, equipment and tools, drawings, specifications and data supplied by the **Council** to the Supplier.
9. Deliverables: all documents, products and materials developed by the Supplier or its agents, subcontractors and personnel as part of or in relation to the Services in any form, including without limitation computer programs, data, reports and specifications (including drafts).
10. Group: in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company.
11. Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
12. Initial Term: means a period of two years from and including the Services Start Date.
13. Mandatory Policies: the **Council**'s mandatory policies for contracts set out in **Schedule** 3, as amended by notification to the Supplier from time to time.
14. Response Times: means the response times as described in **Schedule** 1.
15. Services: the services, including without limitation any Deliverables, to be provided by the Supplier pursuant to the Contract, as described in **Schedule** 1.
16. Services Start Date: the day on which the Supplier is to start provision of the Services, as set out in the Contract Details.
17. Supplier IPRs: all Intellectual Property Rights either subsisting in the Deliverables (excluding any **Council** Materials incorporated in them) or otherwise necessary or desirable to enable a **Council** to receive and use the Services.
    1. **Interpretation**:
       1. Unless expressly provided otherwise in this Contract, a reference to legislation or a legislative provision:
          1. is a reference to it as amended, extended or re-enacted from time to time; and
          2. shall include all subordinate legislation made from time to time under that legislation or legislative provision.
       2. Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
       3. A reference to **writing** or **written** includes fax [and email **OR** but not email].
18. Commencement and term
    1. The Contract shall commence on and including the Services Start Date and shall continue, throughour the Initial Term unless terminated earlier in accordance with **Clause [ ]**, until the second anniversary of the Services Start Date when it shall terminate automatically without notice; unless **Clause 2.2 applies.**
    2. The Council may extend the term of this Contract by serving written notice on the Provider not less than 3 months prior to the second anniversary of the Services Start Date.
19. Supply of services
    1. The Supplier shall supply the Services to the **Council** from the Services Start Date in accordance with the Contract.
    2. In performing the Services the Supplier shall meet, and time is of the essence as to, any Response Times specified in **Schedule** 1. If the Supplier fails to meet the relevant Response Times, then (without prejudice to the **Council**’s right to terminate this agreement and any other rights it may have), the **Council** may:
       1. refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
       2. purchase substitute services from elsewhere and reclaim from the Supplier any additional costs incurred as a result of procuring such services from a third party instead of the Supplier;
       3. hold the Supplier accountable for any loss and additional costs incurred; and
       4. have any sums previously paid by the **Council** to the Supplier in respect of the affected Services refunded by the Supplier.
    3. In supplying the Services, the Supplier shall:
       1. perform the Services with the highest level of care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
       2. co-operate with the **Council** in all matters relating to the Services, and comply with all instructions of the **Council**;
       3. appoint or, at the request of the **Council**, replace without delay a manager, who shall have authority to contractually bind the Supplier on all matters relating to the Services. The initial manager shall be the Supplier's representative;
       4. only use personnel who are suitably skilled and experienced to perform the tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled;
       5. ensure that it obtains, and maintains all consents, licences and permissions (statutory, regulatory, contractual or otherwise) it may require and which are necessary to enable it to comply with its obligations in the Contract;
       6. ensure that the Services and Deliverables shall conform in all respects with the service description set out in **Schedule** 1 and that the Deliverables shall be fit for any purpose that the **Council** expressly or impliedly makes known to the Supplier;
       7. provide all equipment, tools, vehicles, kennelling premises, personal protective equipment (“ PPE”) and other items required to provide the Services;
       8. ensure that the Deliverables, and all goods, materials, standards and techniques used in providing the Services are of the best quality and are free from defects in workmanship, installation and design;
       9. comply with:
          1. all applicable laws, statutes, regulations and codes from time to time in force; and
          2. the Mandatory Policies.
       10. hold all **Council** Materials in safe custody at its own risk, maintain the **Council** Materials in good condition until returned to the **Council**, and not dispose of or use the **Council** Materials other than in accordance with the **Council**'s written instructions or authorisation;
       11. not do or omit to do anything which may cause the **Council** to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business; [and]
       12. notify the **Council** in writing immediately upon the occurrence of a change of control of the Supplier[. **OR**; and]
       13. [ANY OTHER GENERAL OBLIGATIONS].
20. Council's obligations
    1. The **Council** shall
       1. co-operate with the Supplier in all matters relating to the Services
       2. provide such necessary information for the provision of the Services as the Supplier may reasonably request; and
       3. ensure that the **Council**’s Manager has authority to bind the **Council** on all matters relating to the Services;.
    2. A failure by the **Council** to comply with the terms of the Contract can only relieve the Supplier from complying with its obligations under the Contract with effect from the date on which the Supplier notifies the **Council** [in writing and in reasonable detail] of the **Council**'s failure and its effect or anticipated effect on the Services.
21. Title to Deliverables and Council Materials
    1. Title to any Deliverables or any goods or materials transferred to the **Council** as part of the Services shall pass to the **Council** on the earlier of their delivery to the **Council** or payment of the Charges for them. The Supplier transfers the Deliverables and all such goods and materials to the **Council** free from all liens, charges and encumbrances.
    2. All **Council** Materials are the exclusive property of the **Council**.
22. Data protection

The parties shall comply with their data protection obligations as set out in **Schedule** 4 (*Data protection*).

1. Intellectual property
   1. The Supplier and its licensors shall retain ownership of all Supplier IPRs. The **Council** and its licensors shall retain ownership of all Intellectual Property Rights in the **Council** Materials.
   2. The Supplier grants the **Council**, or shall procure the direct grant to the **Council** of, a fully paid-up, worldwide, non-exclusive, royalty-free, licence to copy and modify the Supplier IPRs for the purpose of receiving and using the Services during the term of the Contract and for the duration of any exit assistance services provided under [**Clause** 12(b)](#a893744).
   3. The **Council** may sub-license the rights granted in **Clause** 7.2 to any the **Council**'s Group and its **Council**s.
   4. The **Council** grants the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the **Council** Materials for the term of the Contract for the purpose of providing the Services to the **Council** in accordance with the Contract.
   5. The Supplier shall indemnify the **Council** against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the **Council** arising out of or in connection with any claim brought against the **Council** for actual or alleged infringement of a third party's rights (including any Intellectual Property Rights) arising out of, or in connection with, the receipt, use or onward supply of the Services by the **Council** and its licensees and sub-licensees. This **Clause** 7.5 shall survive termination of the Contract.
2. Charges and payment
   1. In consideration for the provision of the Services, the **Council** shall pay the Supplier the Charges in accordance with this **Clause** 8.
   2. All amounts payable by the **Council** exclude amounts in respect of value added tax (**VAT**) which the **Council** shall additionally be liable to pay to the Supplier at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice.
   3. The Supplier shall submit invoices for the Charges plus VAT if applicable to the **Council** monthly in arrears, on or after the first day of each month. Each invoice shall include all supporting information reasonably required by the **Council** and shall provide copies of all Third Party Fee invoices, such invoices to be valid VAT invoices where relevant*.*
   4. The **Council** shall pay each invoice which is properly due and submitted to it by the Supplier, within 30 days of receipt, to a bank account nominated in writing by the Supplier.
   5. If the **Council** fails to make any payment due to the Supplier under the Contract by the due date for payment, then, without limiting the Supplier's remedies under **Clause** 11 (Termination), the **Council** shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this **Clause** will accrue each day at 3% a year above Barclay’s Bank PLC’s base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
   6. The **Council** may at any time, without notice to the Supplier, set off any liability of the Supplier to the **Council** against any liability of the **Council** to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. If the liabilities to be set off are expressed in different currencies, the **Council** may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the **Council** of its rights under this **Clause** shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.
3. Limitation of liability
   1. References to liability in this **Clause** 9 include every kind of liability arising under or in connection with this Contract including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
   2. [Neither party may benefit from the limitations and exclusions set out in this **Clause** in respect of any liability arising from its deliberate default.]
   3. [Nothing in this **Clause** 9 shall limit the **Council**'s payment obligations under the Contract.]
   4. Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:
      1. death or personal injury caused by negligence;
      2. fraud or fraudulent misrepresentation; and
      3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
   5. Subject to this **Clause** neither party to this agreement shall have any liability to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect or consequential loss arising under or in connection with this agreement.
   6. Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.
4. Insurance

During the term of the Contract and for a period of 6 years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance and public liability insurance at an amount not less than £5 million pounds to cover the liabilities that may arise under or in connection with the Contract, and shall produce to the **Council** on request both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

1. Termination
   1. Without affecting any other right or remedy available to it, the **Council** may terminate the Contract with immediate effect by giving written notice to the Supplier if:
      1. there is a change of control of the Supplier; or
      2. the Supplier's financial position deteriorates to such an extent that in the **Council**'s reasonable opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
      3. the Supplier commits a breach of **Clause** 3.3(i).
   2. Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
      1. the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
      2. the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; or
      3. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.
   3. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.
   4. Termination or expiry of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
2. Break Clause
   1. The Council may terminate the contract at any time without any fault on either party on not less than 3 months’ prior written notice.
3. Exit arrangements

On termination of the Contract for whatever reason:

* + 1. the Supplier shall immediately deliver to the **Council** all Deliverables, whether or not then complete, and return all **Council** Materials. If the Supplier fails to do so, then the **Council** may enter the Supplier's premises and take possession of them. Until they have been delivered or returned, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract; and
    2. the Supplier shall, if so requested by the **Council**, provide all assistance reasonably required by the **Council** to facilitate the smooth transition of the Services to the **Council** or any replacement Supplier appointed by it.

1. General
   1. **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for 4 months, the party not affected may terminate the Contract by giving 28 days’ written notice to the affected party.
   2. **Subcontracting.** The Supplier may not subcontract any or all of its rights or obligations under the Contract without the prior written consent of the **Council**. If the **Council** consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all acts and omissions of its subcontractors as if they were its own.
   3. **Confidentiality.**
      1. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or Suppliers of the other party, except as permitted by **Clause** 13.3(b).
      2. Each party may disclose the other party's confidential information:
         1. to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this **Clause** 13.3; and
         2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
      3. Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.
   4. **Entire agreement.** The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
   5. **Variation.** No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
   6. **Waiver.** 
      1. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
      2. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
   7. **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this **Clause** 13.7 shall not affect the validity and enforceability of the rest of the Contract.
   8. **Notices.**
      1. Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case)
      2. Any notice shall be deemed to have been received:
         1. if delivered by hand, at the time the notice is left at the proper address; or
         2. if sent by pre-paid first-class post or other next working day delivery service, at 11.00 am on the second Business Day after posting;
      3. This **Clause** 13.8 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
      4. A notice given under the Contract is not valid if sent by email.
   9. **Third party rights.**
      1. The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
      2. The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.
   10. **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with, the law of England and Wales.
   11. **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.
2. Services - Specification

**1. Background**

1.1 North Somerset Council has a statutory duty, under the Environmental Protection Act 1990, to make provision for the collection and kennelling of any stray dogs found within its area.

1.2 This duty also includes making provision for stray dogs to be received at a nominated reception point outside the council’s core working hours (8.45am to 5pm Monday to Thursday and 8.45am to 4.30pm on Friday) This duty was placed upon the council under the Clean Neighbourhoods and Environment Act 2005. A reception point is a place for people to bring a stray dog and it will be looked after until the next working day or until an owner comes forward (whichever comes sooner). The council can decide where this reception point is located and can designate multiple reception points if the geographical area is large enough. The council’s reception point is currently provided by the supplier of the Collection and Kennelling of Stray Dogs Contract. The council can procure different reception points from single or multiple suppliers that are positioned well geographically to receive dogs out of hours.

1.3 There are approximately 85 stray dogs collected in the district per year and can be kennelled for a varying number of days. There are also approximately 50 call outs received in the district outside of the council’s core working hours per year (not all call outs will result in a stray dog being received). However, the council cannot provide any assurances over the actual numbers of dogs that will require collection or kennelling.

1.4 There is no statutory definition of a stray dog. However, any dog found in a public place, or private place where it should not be, which appears to be without its owner and not under the control of its owner or a person representing them, may be seized by the council or their supplier and detained as a stray dog.

1.5 Local authorities also have a duty under section 47 of the Care Act 2014 to protect the property of adults being cared for away from home. This means taking into care any dogs owned by a person who is relocated or hospitalised where they cannot be cared for by family or relatives. Local Authorities have a duty under the Animal Welfare Act 2006 to ensure the welfare needs of those animals are met whilst they are responsible for them (even if this only on a temporary basis). Under the terms of this contract these dogs will be known as Care Act dogs.

1.6 The contract covers the whole geographic area of North Somerset, and therefore suppliers should ensure that they are prepared to cover the service throughout the district at the rates they have provided.

1.7 The services provided must be conducted in a professional manner at all times and kennel facilities must provide high levels of animal care and welfare.

**2. Specification**

The new contract is split into four lots to ensure maximum flexibility,

The lot options are as follows;

* **Lot 1** - **Collection and kennelling of Stray and Care Act dogs within core working hours (8.45am to 5pm Monday to Thursday and 8.45am to 4.30pm on Friday) – not including prohibited breeds under Section 1 Dangerous Dogs Act 1991.**
* **Lots 2 -– Providing a reception point for Stray and Care Act Dogs outside core working hours (including public holidays) – Not including prohibited breeds under Section 1 Dangerous Dogs Act 1991.**
* **Lot 3** – **Collection and kennelling of Stray and Care Act dogs within core working hours (8.45am to 5pm Monday to Thursday and 8.45am to 4.30pm on Friday) – Including prohibited breeds under Section 1 Dangerous Dogs Act 1991**
* **Lot 4** – **Providing a reception point for Stray and Care Act Dogs outside core working hours (including public holidays) – Including prohibited breeds under Section 1 Dangerous Dogs Act 1991.**

**Suppliers can bid for one or more Lots. The council will award one contract per Lot. This may be to one supplier, covering all Lots, or multiple suppliers.**

* 2.1 **Lot 1** - **Collection and kennelling of Stray and Care Act dogs within core working hours (8.45am to 5pm Monday to Thursday and 8.45am to 4.30pm on Friday) – not including prohibited breeds under Section 1 Dangerous Dogs Act 1991.**

2.1.1. During the council’s core working hours (8.45am to 5pm Monday to Thursday and 8.45am to 4.30pm on Friday), on receiving a report of a stray dog from a member of the public or the council, the supplier will attend and collect a stray dog and transfer the dog to the supplier’s kennels as quickly as practicable within 2 hours; and

2.1.2 During the council’s core working hours (8.45am to 5pm Monday to Thursday and 8.45am to 4.30pm on Friday), on receiving a report of a Care Act dog from the council, the supplier will attend and collect the dog and transfer the dog to the supplier’s kennels as quickly as practicable within 2 hours.

2.1.3 This Lot does not include prohibited breeds under Section 1 Dangerous Dogs Act 1991.

2.1.4 When undertaking work for the council all staff shall identify themselves as acting for North Somerset Council.

2.1.5 All staff must be suitably trained and physically able to carry out their duties, regardless of the breed and temperament of the dog. The supplier will provide and maintain at their own expense the necessary training required to

provide the contract.

2.1.6 The supplier and their staff will not express personal views based on their own emotions, opinions or beliefs about the stray dog arrangements or try to influence any decision made by North Somerset Council in carrying out its duties in relation to Care Act dogs.

2.1.7 The supplier will hold any dog collected or detained in North Somerset in a

licenced Animal Boarding Establishment, until the dog is either reclaimed by the owner(s)/ registered keeper or is rehomed.

2.1.8 The supplier will allocate a minimum of 5 kennels for the sole use of the council at any one time.

2.1.9 No more than one dog is to be held in each kennel unless directed by the council.

2.1.10 Once in the supplier’s possession, all stray dogs should be scanned as soon as possible for a microchip. Suppliers must therefore be equipped to identify microchipped dogs and any scanners or readers used must be compatible with as wide a range of formats as possible.

2.1.11 If the owner or registered keeper can be identified or comes forward before the stray dog is taken to kennels then the supplier can release the dog free of charge to the owner / registered keeper following ID checks made to verify name and address as specific on microchip or tag ((such as driver’s licence or a recent utility bill or bank statement).

2.1.12 If a stray dog is taken to kennels then a notice of seizure shall be sent to any owner or registered keeper identifiable by microchip or tag, as soon as reasonably practicable.

2.1.13 A stray dog shall not be released to the owner/registered keeper until such time as their identify has been verified (such as driver’s licence or a recent utility bill or bank statement) and the appropriate fee has been paid in full..

2.1.14 A Care Act dog shall not be released to the owner/registered keeper until such time as their identify has been verified (such as driver’s licence or a recent utility bill or bank statement)

2.1.15 If a stray dog’s owner or its registered keeper does not produce acceptable identification or pay all the outstanding fees in full then the dog shall not be released without the authorisation of the council. If for any reason the supplier releases the dog without payment, then the fee will be deducted from the supplier’s invoice.

2.1.16 If a Care Act dog’s owner or its registered keeper does not produce acceptable identification then the dog shall not be released without the authorisation of the council.

2.1.17 All disputes shall be referred to the Environmental Protection Service Leader. The council will publicise any fees and charges on its website at: <https://www.n-somerset.gov.uk/about-fees-and-charges> and payments can be made online <https://n-somerset.gov.uk/do-it-online/make-payment>

2.1.18 The supplier will detain, on behalf of the council, any stray dogs seized and brought to them for 7 calendar days. The statutory 7 calendar day period commences on either the day of seizure or the day on which the notice was served on the owner, whichever is later. The supplier will notify the council of any stray dogs that have not been claimed after 7 calendar days.

2.1.29 The supplier will maintain accurate and up-to-date records of all dogs collected or kennelled. Details recorded should include:

* A brief description of the dog, including breed, colour and any distinctive characteristics or markings
* A brief description of material/colour of collar
* Any information contained on a collar, tag or microchip
* Date, time and place the dog was detained
* A record of any sign of injury/disease
* If contact is made with the owner, details or when, how and whom
* If reclaimed, the owner’s name and address and the date of return

2.1.20 Details of newly detained dogs will be provided to the council within 1 working day so that the council can keep a register updated, as required by section 149 (8) of the Environmental Protection Act 1990. The supplier will assist the council in maintaining the register.

2.1.21 If the stray dog has not been collected by its owner or registered keeper after 7 calendar days, the supplier will employ all lawful means available and best endeavours to rehome the dog to a person or organisation that will care properly for the dog. This should include the use of social media and/or a website maintained by the supplier. The council must be satisfied of the suitability of the persons or organisations rehoming dogs. The supplier will assist the council in rehoming dogs.

2.1.22 Euthanasia will only be considered for dogs in ill health or due to the hostile nature of the dog and this must be done at the direction of the council, unless in an emergency situation (for example, outside of the council’s core working hours when a dog is in pain/suffering). No dog will be disposed of for the purposes of vivisection. When a dog has been euthanised as an emergency, the council must be informed the next working day.

2.1.23 The supplier will assist the council, the police or the RSPCA with any investigations into criminal activity.

2.1.24 The supplier will ensure the welfare of any dog transported to and placed in the supplier’s kennels, provide sufficient food and water and ensure that the dog is not subject to unnecessary suffering.

2.1.25 The supplier will maintain the condition and cleanliness of any vehicles and cages associated with the transport of dogs. Cages in vehicles shall be thoroughly cleaned and disinfected between use with Parvocide or equivalent. These costs shall not be passed on to the council.

2.1.26 The supplier will maintain the condition and cleanliness of the kennels in accordance with its current Animal Boarding Establishments Licence and the general duty of care under the Animal Welfare Act 2006.

2.1.27 The supplier shall ensure that some part of the dog’s sleep area is maintained at a temperature of at least 10oC at all times and ensure that clean, dry bedding material is provided.

2.1.28 Each of the kennels for council use must be thoroughly cleaned and disinfected daily by the supplier with the use of a proprietary Parvocide or equivalent. These costs shall not be passed on to the council.

2.1.29 The supplier shall carry out a visual examination of dogs held in the kennels a minimum of twice a day. The supplier will record details of any dog that is not fit, or is showing signs of ill health, and any actions taken regarding its welfare.

2.1.30 The supplier shall ensure that dogs exhibiting symptoms of worms are treated on arrival at the supplier’s premises and that dogs less than 6 months old are vaccinated against Canine Parvovirus on arrival at the supplier’s premises. These costs shall not be passed onto the council.

2.1.31 When, in the reasonable opinion of the supplier, the condition of a dog is such as to require the attention of a veterinary surgeon, they will arrange for such attendance and treatment as may be reasonably necessary. Approval from the council must be obtained prior to treatment commencing and the council will bear the veterinary costs should a dog require treatment. Should a dog require urgent veterinary attention outside the council’s core working hours, the supplier can authorise treatment up to the value of £100, with a veterinary surgeon approved by the council in advance, for immediate exploratory investigation and to make a dog comfortable to avoid any unnecessary suffering.

2.1.32 The supplier will allow the council to inspect the supplier’s premises at any reasonable time. The council will give 24 hour’s notice of the visit.

2.1.33 The supplier shall ensure that their premises have appropriate planning consent, be licensed for at least 5 dog kennels and comply with the standards specified by the following

* [Statutory guidance: Dog kennel boarding licensing: statutory guidance for local authorities](https://www.gov.uk/government/publications/animal-activities-licensing-guidance-for-local-authorities/dog-kennel-boarding-licensing-statutory-guidance-for-local-authorities)
* The general duty of care under the [Animal Welfare (Licensing of Activities Involving Animals) (England) Regulations 2018.](https://www.legislation.gov.uk/ukdsi/2018/9780111165485)
* [The CIEH Model Licence Conditions for dog boarding](https://www.stratford.gov.uk/doc/206219/name/Model%20Conditions%20and%20Guidance%20for%20Dog%20Boarding%20Establishments%201%20June%202016.pdf/)

2.1.34 The supplier is to immediately notify the council of any breaches of their boarding licence or an outbreak of disease at the kennels (such as canine parvo virus).

2.1.35 The supplier will ensure that all pedestrian routes on the supplier’s site are suitably maintained, kept free from obstruction, clean and well-lit to give safe unhindered access and egress for council staff, police officers and members of the public. The supplier shall ensure that all parking facilities are suitably close the supplier’s site and well lit.

2.1.36 The supplier will ensure that dogs boarded in the 5 council kennels are only those accepted or delivered in relation to the council’s statutory duties, powers and functions, unless permission has been granted by the council. The supplier must notify the council when the 5 kennels are at 60% capacity.

2.1.37 The supplier shall have a Business Continuity Plan in place which will identify alternative kennelling arrangements and will assist the council in securing alternative kennelling provision at no additional cost to the council should the 5 council kennels not be available to the council.

2.1.38 Subject to payment of additional fees, make available to the council additional suitable kennelling space within its premises or elsewhere for the kennelling of dogs as required.

2.1.39 The supplier will provide and maintain at their own expense the necessary premises, vehicles, equipment and materials as necessary to provide the contract. This includes the provision of PPE.

2.1.40 The council will reimburse the supplier for the following third party fees, at the rates levied by the third party:

* Vet fees

The council will not accept any mark up on the fees. The supplier will be required to provide copies of invoices in support of their application for reimbursement for these fees.

2.1.41 All documents and financial accounts linked to this contract to be made available to the council upon request.

2.1.42 The supplier will submit an invoice to the council by email to [Accounts.Payable@n-somerset.gov.uk](mailto:Accounts.Payable@n-somerset.gov.uk) each month with any kennelling fees, as well as any third party fees.

2.2 **Lot 2 – Providing a reception point for Stray and Care Act Dogs outside core working hours (including public holidays) – Not including prohibited breeds under Section 1 Dangerous Dogs Act 1991.**

2.2.1 Outside of the council’s core working hours and including all public holidays (for the avoidance of doubt this means outside of the following hours 8.45am to 5pm Monday to Thursday and 8.45am to 4.30pm on Friday and all public holidays). Upon receiving a report of a stray dog or a care act dog, the supplier will act as a reception point for the dog until such time that it can collected by its owner(s) / registered keeper or collected by the council the next working day.

2.2.2 This Lot does not include prohibited breeds under Section 1 Dangerous Dogs Act 1991.

2.2.3 When undertaking work for the council all staff shall identify themselves as acting for North Somerset Council.

2.2.4 All staff must be suitably trained and physically able to carry out their duties, regardless of breed or temperament of the dog. The supplier will provide and maintain at their own expense the necessary training required to provide the contract.

2.2.5 The supplier and their staff will not express personal views based on their own emotion’s opinions or beliefs about the stray dog arrangements or try to influence any decision made by North Somerset Council in carrying out its duties in relation to Care Act dogs.

2.2.6 The supplier will hold any dog in a secure place in an appropriately supervised facility, that is either a licenced Animal Boarding Establishment or Veterinary Practice, until the dog is either reclaimed by the owner(s) / registered keeper or is taken into care by the council the next working day.

2.2.7 The supplier will allocate a minimum of 2 spaces for the sole use of the council at any one time.

2.2.8 The supplier shall have a Business Continuity Plan in place which will identify alternative arrangements and will assist the council in securing alternative space at no additional cost to the council should the 2 council spaces be not available to the council.

2.2.9 Subject to payment of additional fees, make available to the council additional suitable space within its premises or elsewhere for dogs as required.

2.2.10 Dogs are not to be housed together unless directed by the council. The space shall be thoroughly cleaned and disinfected between use with Parvocide or equivalent. These costs shall not be passed on to the council.

2.2.11 Once in the supplier’s possession, all dogs should be scanned as soon as possible for a microchip. Suppliers must therefore be equipped to identify microchipped dogs and any scanners or readers used must be compatible with as wide a range of formats as possible.

2.2.12 If the owner or registered keeper can be identified or comes forward out of hours then the supplier can release a dog free of charge to the owner / registered keeper following ID checks made to verify name and address as specific on microchip or tag.

2.2.13 A stray dog shall not be released to the owner/registered keeper until such time as their identify has been verified (such as driver’s licence or a recent utility bill or bank statement).

2.2.14 A Care Act dog shall not be released to the owner/registered keeper until such time as their identity has been verified (such as driver’s licence or a recent utility bill or bank statement)

2.2.15 If a stray dog’s owner or its registered keeper does not produce acceptable identification then the dog shall not be released without the authorisation of the council.

2.2.16 If a Care Act dog’s owner or its registered keeper does not produce acceptable identification then the dog shall not be released without the authorisation of the council.

2.2.17 The supplier will maintain accurate and up-to-date records of all dogs seized or brought to them and those dogs in the possession of finders. Details recorded should include:

* A brief description of the dog, including breed, colour and any distinctive characteristics or markings.
* Any information contained on a collar, tag or microchip.
* Date, time and place the dog was detained.
* If contact is made with the owner, details or when, how and whom.
* If reclaimed, the owner’s name and address and the date of return.

2.2.18 Details of newly detained dogs will be provided to the council within 1 working day so that the council can keep a register updated, as required by section 149 (8) of the Environmental Protection Act 1990. The supplier will assist the council in maintaining the register.

2.2.19 The supplier will allow the council to inspect the supplier’s premises at any reasonable time. The council will give prior notice of the visit.

2.2.20 The supplier will ensure the welfare of the dog at all times, provide sufficient food and water and ensure that the dog is not subject to unnecessary suffering.

2.2.21 The supplier shall carry out a visual examination of dogs held in the kennels a minimum of twice a day. The supplier will record details of any dog that is not fit, or is showing signs of ill health, and any actions taken regarding its welfare.

2.2.22 When, in the reasonable opinion of the supplier, the condition of a dog is such as to require the attention of a veterinary surgeon, they will arrange for such attendance and treatment as may be reasonably necessary. Approval from the council must be obtained prior to treatment commencing and the council will bear the veterinary costs should a dog require treatment. Should a dog require urgent veterinary attention outside the council’s core working hours, the supplier can authorise treatment up to the value of £100, with a veterinary surgeon approved by the council in advance, for immediate exploratory investigation and to make a dog comfortable to avoid any unnecessary suffering.

2.2.23 Euthanasia will only be considered for dogs in a severe state of ill health or due to the hostile nature of the dog and this must be done at the direction of the council, unless in an emergency situation (for example when a dog is in pain/suffering or there is an immediate threat of injury to a person). No dog will be disposed of for the purposes of vivisection. When a dog has been euthanised as an emergency, the council must be informed the next working day.

2.2.24 The supplier will assist the council, the police or the RSPCA with any investigations into criminal activity.

2.2.25 The supplier will provide and maintain at their own expense the necessary premises, vehicles, equipment and materials as necessary to provide the contract. This includes the provision of PPE.

2.2.26 The council will reimburse the supplier for the following third party fees, at the rates levied by the third party:

* Vet fees

2.2.27 The council will not accept any mark up on the fees. The supplier will be required to provide copies of invoices in support of their application for reimbursement for these fees.

2.2.28 All documents and financial accounts linked to this contract to be made available to the council upon request.

2.2.29 The supplier will submit an invoice to the council by email to [Accounts.Payable@n-somerset.gov.uk](mailto:Accounts.Payable@n-somerset.gov.uk) each month with any fees, as well as any third party fees.

* 2.3 **Lot 3** – **Collection and kennelling of Stray and Care Act dogs within core working hours (8.45am to 5pm Monday to Thursday and 8.45am to 4.30pm on Friday) – Including prohibited breeds under Section 1 Dangerous Dogs Act 1991**

2.3.1 The supplier shall deliver the same services as described in Lot 1 with the addition of prohibited breeds under Section 1 Dangerous Dogs Act 1991.

2.3.2 When, in the reasonable opinion of the supplier, the dog is deemed to be a prohibited breed under Section 1 Dangerous Dogs Act 1991, it shall not be released to its owner / registered keeper unless directed by the council.

2.3.3 When, in the reasonable opinion of the supplier, the dog is deemed to be a prohibited breed under Section 1 Dangerous Dogs Act 1991, it shall not be rehomed, and the supplier will take direction from the council as to the correct action to be taken.

2.3.4 Euthanasia will only be carried out at the direction of the council, unless in an emergency situation (for example when a dog is in pain/suffering or there is an immediate threat of injury to a person). No dog will be disposed of for the purposes of vivisection. When a dog has been euthanised as an emergency, the council must be informed the next working day.

2.3.3 The supplier will provide and maintain at their own expense the necessary premises, vehicles, equipment, insurance and materials as necessary to collect, transport and kennel prohibited breeds under Section 1 Dangerous Dogs Act 1991.This includes the provision of PPE.

2.3.4 The supplier will provide and maintain at their own expense the necessary training required to handle prohibited breeds under Section 1 Dangerous Dogs Act 1991.

2.4 **Lot 4 - Providing a reception point for Stray and Care Act Dogs outside core working hours (including public holidays) – Including prohibited breeds under Section 1 Dangerous Dogs Act 1991.**

2.4.1The supplier shall deliver the same services as described in Lot 2 with the addition of prohibited breeds under Section 1 Dangerous Dogs Act 1991.

2.4.2 When, in the reasonable opinion of the supplier, the dog is deemed to be a prohibited breed under Section 1 Dangerous Dogs Act 1991, it shall not be released to its owner / registered keeper unless directed by the council.

2.4.3 When, in the reasonable opinion of the supplier, the dog is deemed to be a prohibited breed under Section 1 Dangerous Dogs Act 1991, the dog must not be released to anyone other than to the council’s nominated representative the next working day.

2.4.4 Euthanasia will only be carried out at the direction of the council, unless in an emergency situation (for example when a dog is in pain/suffering or there is an immediate threat of injury to a person). No dog will be disposed of for the purposes of vivisection. When a dog has been euthanised as an emergency, the council must be informed the next working day.

2.4.5 The supplier will provide and maintain at their own expense the necessary premises, vehicles, equipment, insurance, and materials as necessary to collect, transport and kennel prohibited breeds under Section 1 Dangerous Dogs Act 1991.This includes the provision of PPE.

2.4.6 The supplier will provide and maintain at their own expense the necessary training required to handle prohibited breeds under Section 1 Dangerous Dogs Act 1991.

**3. Key Performance Indicators (KPIs)**

3.1 In the delivery of this contract, the supplier will be subject to the following KPIs, which the council will use to monitor the performance of the contract:

|  |  |  |
| --- | --- | --- |
| **KPI** | **Target** | **Relevance** |
| Response times (core working hours) | During core working hours the supplier must collect 90% of dogs within 2 hours and 100% of dogs within 4 hours. | Lots 1 and 3 |
| Response times (outside core working hours) | Outside core working hours the supplier must respond to 90% of calls within 30 mins and 100% of calls within 1 hour. | Lots 2 and 4 |
| Serving notice | Notice served to 100% of owners or registered keepers within 24 hours. | Lots 1 and 3 |
| Register of stray dogs | 100% of the information required within 1 working day of the dog being received / detained. | All Lots |
| Inspection of records | 100% of records provided within 3 working days of request from the council. | All Lots |

1. Charges
2. Charges for the services

[DETAILS OF THE CHARGES]. – to be inserted following tender

1. Invoicing arrangements

[

The Council will reimburse the Supplier for the following third party fees, at the rates levied by the third party:

* Vet’s fees

The Council will not accept any mark up on the above Vet’s fees. The Supplier will be required to provide copies of invoices in support of their application for reimbursement for these fees.

1. Mandatory Policies

The Mandatory Policies are:

* Modern Slavery and Human Trafficking.
* Corporate and Social Responsibility Policy.
* Ethics and Anti-bribery Policy.
* Equality Policy.
* Regulatory Services Enforcement Policy

1. Data protection

PART ONE

DEFINITIONS

1. Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures: as defined in the Data Protection Legislation.
2. Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended [and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications);] [and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party].
3. Domestic Law: the law of the United Kingdom or a part of the United Kingdom.
4. **UK GDPR**: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.
5. DATA PROTECTION
   1. Both parties will comply with all applicable requirements of the Data Protection Legislation. This paragraph 1 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
   2. The parties acknowledge that for the purposes of the Data Protection Legislation, the **Council** is the Controller and the **Supplier** is the Processor. **Part 2 of this Schedule** sets out the scope, nature and purpose of processing by the **Supplier**, the duration of the processing and the types of Personal Data and categories of Data Subject.
   3. Without prejudice to the generality of paragraph 1.1, the **Council** will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the **Supplier** for the duration and purposes of this agreement.
   4. Without prejudice to the generality of paragraph 1.1, the **Supplier** shall, in relation to any Personal Data processed in connection with the performance by the **Supplier** of its obligations under this agreement:
      1. process that Personal Data only on the documented written instructions of the **Council** unless the **Supplier** is required by Domestic Law to otherwise process that Personal Data. Where the **Supplier** is relying on Domestic Law as the basis for processing Personal Data, the **Supplier** shall promptly notify the **Council** of this before performing the processing required by the Domestic Law unless the Domestic Law prohibits the **Supplier** from so notifying the **Council**;
      2. ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the **Council**, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
      3. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
      4. not transfer any Personal Data outside of the UK unless the prior written consent of the **Council** has been obtained and the following conditions are fulfilled:
         1. the **Council** or the **Supplier** has provided appropriate safeguards in relation to the transfer;
         2. the data subject has enforceable rights and effective legal remedies;
         3. the **Supplier** complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
         4. the **Supplier** complies with reasonable instructions notified to it in advance by the **Council** with respect to the processing of the Personal Data;
      5. assist the **Council**, at the **Council**'s cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
      6. notify the **Council** without undue delay on becoming aware of a Personal Data Breach;
      7. at the written direction of the **Council**, delete or return Personal Data and copies thereof to the **Council** on termination of the agreement unless required by Domestic Law to store the Personal Data; and
      8. maintain complete and accurate records and information to demonstrate its compliance with this paragraph 1.4 and allow for audits by the **Council** or the **Council**'s designated auditor and immediately inform the **Council** if, in the opinion of the **Supplier**, an instruction infringes the Data Protection Legislation]
   5. The **Council** does not consent to the **Supplier** appointing any third party processor of Personal Data under this agreement.

Either party may, at any time on not less than 30 (thirty) days’ notice, revise this paragraph 1 by replacing it with any applicable controller to processor standard clauses or similar terms adopted under the Data Protection Legislation or forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).]

PART TWO

1. Processing by the Provider
   1. Scope: the retrieval and care of stray, dangerous and Care Act Dogs in accordance with our Privacy Notice
   2. Nature
   3. Purpose of processing to locate and return dogs to their owners
   4. Duration of the processing the duration of the contract
2. Types of Personal Data
   1. Names, addresses, email addresses and telephone numbers.
3. Categories of Data Subject adult dog owners