

SCHEDULE 2

SPECIAL TERMS AND CONDITIONS OF CONTRACT

For the purposes of the Contract, the Council and the Provider agree the following Special Terms:

1.Term:	<p>Mobilisation Date: TBC from tender documents (end June 2018)</p> <p>Commencement Date: TBC from tender documents (November 2018)</p> <p>1.1 The Provider is required to mobilise the Services in accordance with the Mobilisation Plan (and any revisions therefore in accordance with the terms of the Contract and the requirements of the Specification) during the Mobilisation Period.</p> <p>1.1The Provider is required to deliver all of the Services in accordance with the terms of this Contract and the Specification from the Commencement Date.</p> <p>1.3 Failure by the Provider to deliver all of the Services as set out in 1.1 may be regarded as a breach of this Contract resulting in the procedures set out in Schedule 1 clause 38 being invoked.</p> <p>Expiry Date: TBC from tender documents (November 2021)</p> <p>Council Option to Extend: Yes</p> <p>If YES: The Council may extend the Contract for two periods of up to 12 months each (Extension Period) by giving not less than 3 months' notice in writing to the Provider prior to the Expiry Date.</p> <p>The Terms and Conditions shall apply throughout any such extended period.</p>
2. The Services	the services to be delivered by or on behalf of the Provider under this Contract, as more particularly described in Schedule 3
3. The Services Specification:	Schedule 3 [the Specification]

4. Key Personnel	The following persons are Key Personnel for the purposes of the Contract:
5. Conditions Precedent	<p>7. The Provider shall:</p> <p>7.1 by the Mobilisation Date provide an updated Mobilisation Plan in accordance with the principles set out in the draft submitted with the Tender Response and attached as Annex A to this Schedule 2 which evidences, to the satisfaction of the Council, how the Provider will have mobilised the Services by the Commencement Date; and</p> <p>7.2 on or before to the Commencement Date enter into a Data Sharing Agreement with the Council.</p> <p>7.3 on or before the Commencement Date produce to the Council, for inspection, documentary evidence that:</p> <p>7.3.1 the required insurances are properly in place, adequate and valid;</p> <p>7.3.2 any required DBS checks are properly in place and valid;</p> <p>7.3.3 any required accreditations for the delivery of the Services are properly in place and valid.</p> <p>7.4 Within 3 months from the Commencement Date the Provider shall produce to the Council for inspection a Business Continuity Plan;</p> <p>7.5 Within 5 months from the Commencement Date the Provider shall produce to the Council for inspection an Exit Management and Transition Plan in accordance with the principles set out in the Specification and in the draft submitted with the Tender Response and attached as Annex B to this Schedule 2.</p> <p>7.6 Within 5 months from the Commencement Date the Provider shall produce to the Council for inspection a Service Development Plan in accordance with the principles set out in the Specification.</p>

	Failure by the Provider to comply with its obligations under this Schedule 2 clause 7 may be regarded as a breach of this Contract resulting in the procedures set out in Schedule 1 clause 38 being invoked.
6. Performance Regime	The Services will be subject to the KPIs and price adjustment mechanisms set out in Schedule 4 (Performance Regime).
7. Social Value Requirements	The following provisions in relation to social value shall apply: [insert details of any social value provisions that have been agreed with the Supplier]
8. Charges for the Services shall be as set out in:	Schedule 5 (Pricing Schedule)
9. Insurances required in accordance with clause 32 of Schedule 1 the Terms and Conditions	Unless otherwise stated the Provider shall hold and maintain the Required Insurances for a minimum of period of 6 years following the expiration or earlier termination of the Contract
Public Liability Insurance	With a limit of indemnity of not less than £10 million (with no abuse exclusion or inner limit) in relation to any one claim or series of claims
Employers Liability Insurance	With a limit of indemnity of not less than £10 million in relation to any one claim or series of claims the insurance to be retained for the Term of this Contract and an additional twelve years from the termination or Expiry Date.
Professional Indemnity Insurance	With a limit of indemnity of not less than £2 million in relation to any one claim or series of claims
Medical Negligence Insurance	With a limit of indemnity of not less than £5 million in relation to any one claim or series of claims

10. Payment	<p>All invoices should be sent, quoting a valid purchase order number (PO Number), to: supplier@ecwip.co.uk or Cheshire East Council, Cheshire Shared Services, Payments Section, PO Box 3655, Chester, CH1 9PP.</p> <p>To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, and the details (name and telephone number) of your Council contact (i.e. the person named in 8 above (Liaison)). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to [supplier@ecwip.co.uk] or by telephone [01244 972 511] between 09:00-17:00 Monday to Friday.</p>
11. Commercially Sensitive Information	TBC
12. TUPE	Annex A applies to this Contract.
13. Liaison	<p>For general liaison your Council contact will be:</p> <p>The Provider's contact in respect of clause 28 (Dispute Resolution) shall be:</p>
14. Notices The addresses for notices of the Parties are: Council:	Cheshire East Borough Council First Floor, Westfields, Middlewich Road, Sandbach, Cheshire CW11 1HZ Attention: Email:
Provider:	Attention: Email:

ANNEX A – DRAFT MOBILISATION PLAN

ANNEX B – DRAFT EXIT MANAGEMENT AND TRANSITION PLAN

ANNEX C - TUPE