
Dated

2021

Dorset Council

and

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CONTRACT

relating to

the provision of

Production of Residents' Magazine Publication for Dorset Council

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THIS CONTRACT is made on

2021

BETWEEN

(1) **Dorset Council** County Hall, Colliton Park, Dorchester, Dorset, DT1 1XJ;
("the Council") and

(2) **xx xx xx xx** (Company Number: xx xx xxx) whose registered office is at ("the Contractor")

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| 1 | | BACKGROUND |
| | 1.1 | Dorset Council is desirous that certain services should be provided by the Contractor namely the publishing and printing of the Residents' Magazine Publication and the Contractor has been appointed to provide the required services. |

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| 2 | | DEFINITIONS In this Contract unless the context otherwise requires, the following provisions shall have the meanings given to them below: |
| | 2.1 | 'Commencement Date' means 01 October 2021; |
| | 2.2 | 'Commercially Sensitive Information' means the information marked as confidential and comprising Information: <ul style="list-style-type: none">• which is provided by the Contractor and designated as commercially sensitive information by the Council for the term of the Contract and/or• that constitutes a trade secret; |
| | 2.3 | 'Confidential Information' means: <ul style="list-style-type: none">• 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 the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights and know-how of either Party and all personal data and sensitive personal data within the meaning of the GDPR;• the Commercially Sensitive Information; |
| | 2.4 | 'Contract' means this Contract including all Appendices and variations as made in relation to this Contract; |
| | 2.5 | 'Contract Price' means the price as set out in the Pricing Schedule (Appendix E); |
| | 2.6 | 'Contract Terms' means these terms, excluding the Specification; |
| | 2.7 | 'Contractor' means the person, firm or company appointed by the Council to supply the Goods or Services under this Contract and shall include the Contractor's Employees, personal representatives, successors and permitted assigns; |
| | 2.8 | 'Contracting Officer' means an officer representing the Council; |
| | 2.9 | 'Council' means Dorset Council; |
| | 2.10 | Not Used |

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| 2.11 | 'Default' means any breach of the obligations of the relevant Party (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of the relevant Party or the Employees in connection with or in relation to the subject-matter of the Contract and in respect of which such Party is liable to the other; |
| 2.12 | Not Used |
| 2.13 | 'Environmental Information Regulations' means the Environmental Information Regulations 2004 and any subsequent revision or amendment; |
| 2.14 | 'Employees' means all persons employed by the Contractor together with the Contractor's servants, agents, contractors and sub-contractors used in the performance of its obligations under this Contract; |
| 2.15 | 'Equipment' means the Contractor's equipment, plant and materials used in the performance of its obligations under this Contract; |
| 2.16 | 'FOIA' means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to the legislation; |
| 2.17 | <p>'Force Majeure' means any event or occurrence which is outside the reasonable control of the Party concerned and which is not attributable to any act or failure to take preventative action by that Party, including fire; flood; violent storm; pestilence; explosion; malicious damage; armed conflict; acts of terrorism; nuclear, biological or chemical warfare; or any other disaster, natural or man-made, but excluding: -</p> <ul style="list-style-type: none"> • any industrial action occurring within the Contractor's or any sub-contractor's organisation or; • the failure by any sub-contractor to perform its obligations under any sub-contract (unless such failure itself is caused by Force Majeure); |
| 2.18 | Not used |
| 2.19 | 'Good Industry Practice' means standards, practices, methods and procedures conforming to the Law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances; |
| 2.20 | 'Goods or Services' means the Goods and/or the Services as detailed in the Specification; |
| 2.21 | 'Information' has the meaning given under section 84 of the FOIA; |
| 2.22 | 'Contract Period' means the period from the Commencement Date to the date of expiry set out in clause 4.1, or such earlier date of termination or partial termination of the Contract in accordance with the provisions of the Contract; |
| 2.23 | 'Intellectual Property Rights' means patents, trademarks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off; |
| 2.24 | '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 |

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| | | community right within the meaning of Section 2 of the European Communities Act 1972, regulatory policy, guidance or industry codes, judgement of a relevant court of law, or directives or requirements of any Regulatory Body with which the Contractor is bound to comply; |
| | 2.25 | 'Month' means calendar month; |
| | 2.26 | 'Notice' means notice given in accordance with clause 9 |
| | 2.27 | 'Parent Company' means any company which is the ultimate Holding Company of the Contractor or any other company of which the ultimate Holding Company of the Contractor is also the ultimate Holding Company and which is either responsible directly or indirectly for the business activities of the Contractor or which is engaged in the same or similar business to the Contractor. The term "Holding Company" shall have the meaning given in Section 736 of the Companies Act 1985 or any statutory re-enactment or amendment thereto; |
| | 2.28 | 'Party' means the Council or the Contractor and 'Parties' will be construed accordingly; |
| | 2.29 | 'Premises' or 'Site' means any location where the Goods or Services are delivered; |
| | 2.30 | Not Used; |
| | 2.31 | <p>'Prohibited Act': the following constitute Prohibited Acts:</p> <ol style="list-style-type: none"> 1. to directly or indirectly offer, promise or give any person working for or engaged by the Council a financial or other advantage to: <ol style="list-style-type: none"> a. induce that person to perform improperly a relevant function or activity; or b. 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 Contract; 3. committing any offence: <ol style="list-style-type: none"> a. under the Bribery Act 2010; b. under the legislation creating offences concerning fraudulent acts; c. at common law concerning fraudulent acts relating to this Contract or any other contract or agreement with the Council; or d. defrauding, attempting to defraud or conspiring to defraud the Council; |
| | 2.32 | 'Quality Standards' means the 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 body (and their successor bodies), that a skilled and experienced operator in the same type of industry or business sector as the Contractor would reasonably and ordinarily be expected to comply with and any other quality standards as set out in the Specification; |
| | 2.33 | 'Regulatory Bodies' means those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Contract or any other affairs of the Council; |
| | 2.34 | 'Services' means the Goods or Services as detailed in the Specification; |
| | 2.35 | 'Specification' means the specification for the Goods or Services attached at Appendix A; |
| | 2.36 | Not Used |
| | 2.37 | 'Term' means the Term as detailed in clause 4; |
| | 2.38 | 'VAT' means value added tax in accordance with the provisions of the Value Added Tax Act 1993; |
| | 2.38 | 'Working Days' means Monday to Friday inclusive but not including any declared public holiday. |

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| 3. | | INTERPRETATION |
| | | The interpretation and construction of the Contract, including Appendices, shall be subject to the following provisions: |
| | 3.1 | words importing the singular meaning include where the context so admits the plural meaning and vice versa; |
| | 3.2 | words importing the masculine include the feminine and the neuter; |
| | 3.3 | the words “include”, “includes” and “including” are construed as though they were immediately followed by the words “without limitation”; |
| | 3.4 | references to any person shall include persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns and transferees; |
| | 3.5 | reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted; |
| | 3.6 | headings in this Contract are for ease of reference only and shall not affect the interpretation or construction of the Contract; |
| | 3.7 | reference to a clause is a reference to the whole of that clause unless stated otherwise; |
| | 3.8 | references to clauses and appendices are references to clauses and Appendices to this Contract; |
| | 3.9 | the provisions of the Appendices are incorporated in this Contract; |
| | 3.10 | any periods of time referred to in this Contract and expressed in days shall refer to calendar days unless stated otherwise; |
| | 3.11 | any condition referring to the delivery of Goods shall apply equally to the performance of Services and vice versa, as appropriate unless otherwise stated. |

PART ONE: TERM AND PRIORITY

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| 4. | | TERM |
| | 4.1 | The Contract shall take effect on the Commencement Date of 01 October 2021 and shall expire automatically on 31 May 2023, unless it is terminated in accordance with the provisions of the Contract or otherwise lawfully terminated, or extended under clause 5 Extension of the Term. |
| 5 | | EXTENSION OF TERM |
| | 5.1 | Subject to satisfactory performance by the Contractor of its obligations under the Contract, the Council may, by giving Notice to the Contractor not less than three months prior to the last day of the Term, extend the Contract in accordance with 5.2. |
| | 5.2 | The Council may extend the Term for a further 12 months. |
| 6 | | PRIORITY |
| | 6.1 | In the event of any conflict between the Specification, the Contract and any document referred to in those clauses, the conflict shall be resolved in the following order of precedence: |
| | | <ul style="list-style-type: none"> i. the Specification (Appendix A) ii. the Contract Terms; and |

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| | iii. | any other document referred to in the clauses of the Contract. |
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PART TWO: GENERAL CONTRACT OBLIGATIONS

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| 7 | | CONTRACTOR'S STATUS |
| | 7.1 | At all times during the Term the Contractor shall be an independent Contractor and nothing in the Contract shall create a contract of employment, a relationship of agency or partnership or a joint venture between the Parties and, accordingly, neither Party shall be authorised to act on behalf of, or otherwise bind the other Party save as expressly permitted by the terms of the Contract. |

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| 8 | | COUNCIL'S OBLIGATIONS |
| | 8.1 | Save as otherwise expressly provided, the obligations of the Council under the Contract are obligations of the Council in its capacity as a contracting counterparty and nothing in the Contract shall operate as an obligation upon, or in any other way fetter or constrain the Council in any other capacity or lead to any liability under the Contract (howsoever arising) on the part of the Council to the Contractor. The Council shall pay any undisputed sums incurred which are due prior to any termination. |

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| 9 | | NOTICES |
| | 9.1 | Any Notice to be given under this Contract shall be in writing and shall be hand delivered or sent by first class mail to the address of the Contractor and the Council at the head of this Contract or such other address as that Party may from time to time notify to the other Party in accordance with this clause. |
| | 9.2 | Provided the Notice sent as above is not returned as undelivered it shall be deemed to have been received: |
| | 9.2.1 | if delivered by hand before 4pm on a Working Day, at the time of delivery, otherwise receipt will be deemed to occur at 9am on the next following Working Day; or |
| | 9.2.2 | if delivered by first class inland mail, two Working Days after the day of posting. |
| | 9.3 | In proving the giving of a Notice, it shall be sufficient to prove that the Notice was left or that the envelope containing the Notice was properly addressed and posted. |
| | 9.4 | For the purposes of this clause "writing" shall not include email and Notices will not be sent by email. |

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| 10 | | CONFLICTS OF INTEREST |
| | 10.1 | The Contractor shall use reasonable endeavours to ensure that neither the Contractor nor any of its Employees, servants, agents, suppliers or sub-contractors is placed in a position where there is or may be an actual conflict or potential conflict between the pecuniary interests of the Contractor or such persons and the duties owed to the Council under the provisions of the Contract. The Contractor shall disclose to the Council full particulars of any such conflict of interest which may arise. |
| | 10.2 | This clause shall apply during the Term and for a period of two (2) years after expiry of the Term. |

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| 11 | | PREVENTION OF BRIBERY |
| | 11.1 | The Contractor: |
| | 11.1.1 | shall not, and shall procure that any agent, consultant, contractor, Employee and sub-contractor of the Contractor shall not, in connection with this Contract commit a Prohibited Act; |
| | 11.1.2 | warrants, represents and undertakes that it is not aware of any financial or other advantage 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 of this Contract, excluding any arrangement of which full details have been disclosed in writing to the Council before execution of this Contract. |
| | 11.2 | The Contractor shall: |
| | 11.2.1 | if requested, provide the Council with any reasonable assistance, at the Council's reasonable cost, to enable the Council to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act 2010; |
| | 11.2.2 | within 14 Working Days of the date at the head of this Contract, and annually thereafter, certify to the Council in writing (such certification to be signed by an officer of the Contractor) compliance with this clause 11 by the Contractor and all persons associated with it or other persons who are supplying Goods or Services in connection with this Contract. The Contractor shall provide such supporting evidence of compliance as the Council may reasonably request. |
| | 11.3 | The Contractor shall have an anti-bribery policy (which shall be disclosed to the Council) to prevent any agent, consultant, contractor, Employee and sub-contractor of the Contractor from committing a Prohibited Act and shall enforce it where appropriate. |
| | 11.4 | If any breach of clause 11.1 is suspected or known, the Contractor must notify the Council immediately. |
| | 11.5 | If the Contractor notifies the Council that it suspects or knows that there may be a breach of clause 11.1, the Contractor must respond promptly to the Council's enquiries, co-operate with any investigation, and allow the Council to audit books, records and any other relevant documentation. |
| | 11.6 | The Council may terminate this Contract by written notice with immediate effect if the Contractor, its agents, consultants, contractors, employees or sub-contractors, (in all cases whether or not acting with the Contractor's knowledge) breaches clause 11.1. |
| | 11.7 | Any notice of termination under 11.6 must specify: <ul style="list-style-type: none"> a) the nature of the Prohibited Act; b) the identity of the party whom the Council believes has committed the Prohibited Act; and c) the date on which this Contract will terminate. |
| | 11.8 | Despite clause 48, any dispute relating to: <ul style="list-style-type: none"> a) the interpretation of clause 11 or b) the amount or value of any gift, consideration or commission; shall be determined by the Council and its decision shall be final and conclusive. |
| | 11.9 | Any termination under clause 11.6 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Council. |

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| 12 | | WARRANTIES |
| | 12.1 | The Contractor warrants and represents to the Council that: |

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| | 12.1.1 | it has the full capacity and authority and all necessary consents, licences and permits to enter into and perform this Contract and that the Contract is executed by a duly authorised representative of the Contractor; |
| | 12.1.2 | as at the date of this Contract it is not in default in the payment of any due and payable taxes or in the filing, registration or recording of any document or under any legal or statutory obligation or requirement which default might have a material adverse effect on its business, assets or financial condition or its ability to observe or perform its obligations under this Contract |
| | 12.1.3 | as at the Commencement Date, all information, statements and representations contained in the Contract are true, accurate and not misleading save as may have been specifically disclosed in writing to the Council prior to the execution of this Contract and it will promptly advise the Council of any fact, matter or circumstance of which it may become aware which would render any such information, statement or representation to be false or misleading; |
| | 12.1.4 | no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might affect its ability to perform its obligations under this Contract; |
| | 12.1.5 | no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Contractor or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Contractor's assets or revenue; |
| | 12.1.6 | it will supply the Goods or Services using reasonable care, skill and diligence using suitably qualified Employees and in accordance with generally accepted industry standards and practice; and |
| | 12.1.7 | in entering into the Contract, it has not committed any fraud. |

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| 13 | | Not Used |
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| 14 | | WHISTLEBLOWING POLICY |
| | 14.1 | The Contractor is expected to act in accordance with the Council's whistleblowing policy, a copy of which is available on the Council's website. |

PART THREE: GOODS AND SERVICES

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| 15 | | CONTRACT PRICE AND PAYMENT |
| | 15.1 | Contract Price |
| | 15.1.1 | In consideration of the Contractor's satisfactory performance of its obligations under the Contract, the Council shall pay the Contract Price in accordance with clause 15.3. |
| | 15.1.2 | The Council shall, in addition to the Contract Price and following evidence of a valid VAT invoice, pay the Contractor a sum equal to the VAT chargeable on the value of the Goods or Services supplied in accordance with the Contract. |
| | 15.1.3 | Payment shall, unless otherwise stated, be deemed to be inclusive of all costs, expenses and overheads of any kind incurred by the Contractor including delivery costs. |
| | 15.1.4 | The prices quoted in the Pricing Schedule (Appendix E) detailing the rates for the supply of the Goods or Services shall not be revised except with the agreement of both Parties. |

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| | 15.1.5 | The Council will not discuss any price increase proposal submitted by the Contractor without the Contractor also submitting supporting evidence on reasons for said price proposal and transparent calculations demonstrating how the proposed revised price has been reached. |
| | 15.1.6 | No revision of price shall be implemented by the Contractor without the agreement of the Council. |
| | 15.1.7 | The Council, in the event of a price change proving unacceptable, reserves the right to terminate the Contract and purchase elsewhere. |
| | 15.3 | Payment and VAT |
| | 15.3.1 | In consideration of the Contractor performing its obligations under the Contract, the Council shall pay all sums due to the Contractor in cleared funds within thirty (30) days of receipt of a valid invoice. |
| | 15.3.2 | Invoices must legibly state: <ul style="list-style-type: none"> i) the full name and address of the Council and the official order number; ii) the address of the Premises where the Goods or Services were delivered; iii) a full and proper description of the Goods or Services delivered at the price set out in the Pricing Schedule; and iv) any such other requirements as set out in the Specification. |
| | 15.3.3 | All payments will be made in sterling unless otherwise agreed by the Parties. |
| | 15.3.4 | If the Council intends to withhold all or any part of a payment it must not later than 5 Working Days before the final date for payment give Notice to the Contractor to that effect which Notice must specify the amount proposed to be withheld and the ground for doing so. |
| | 15.3.5 | Where the Contractor enters into a sub-contract for the Services, the Contractor shall include in that sub-contract provision for any sum due under a correct invoice to be paid within thirty days of receipt of that invoice. |

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| 16 | | RECOVERY OF SUMS DUE |
| | 16.1 | Wherever under the Contract any sum of money is recoverable from or payable by the Contractor (including any sum which the Contractor is liable to pay to the Council in respect of any breach of the Contract), the Council may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Contractor under the Contract or under any other agreement or contract with the Council. |
| | 16.2 | Any overpayment by either Party, whether of the Contract Price or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment. |
| | 16.3 | The Contractor shall make any payments due to the Council without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Contractor has a valid court order requiring an amount equal to such deduction to be paid by the Council to the Contractor. |

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| 17 | | SUPPLY OF GOODS OR SERVICES |
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| | 17.1 | The Contractor shall supply the Goods or Services in accordance with the Council's requirements in the Contract, the Specification, any obligations implied by Section 12 or 14 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982 and all relevant national specifications applicable to such including those of the British Standards Institution or European equivalent (or if there be no such specification, to the highest standard). |
| | 17.2 | The Contractor acknowledges that the Council relies on the skill and judgment of the Contractor in the supply of the Goods or Services and the performance of its obligations under the Contract. |

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| 29 | | CONTRACT PERFORMANCE |
| | 29.1 | The Contractor shall perform its obligations under the Contract: |
| | 29.1.1 | with appropriately experienced, qualified and trained Employees and with all due skill, care and diligence; |
| | 29.1.2 | in a timely manner; and |
| | 29.1.3 | in compliance with all applicable legislation, including but not limited to, any obligations implied by Section 12 and 14 of the Sale of Goods Act 1979 and Section 2 of the Supply of Goods and Services Act 1982. |
| | 29.2 | The Contractor shall ensure that the Goods or Services conform in all respects with the Specification and are fit and sufficient for all the purposes for which such Services are ordinarily used and for any particular purpose made known to the Contractor by the Council. |
| | 29.3 | Monitoring of Contract Performance: The Contractor in working with the Council will develop and implement agreed Key Performance Indicators (KPIs) to demonstrate acceptable performance of the Contract. These KPIs will be addressed at regular contract review meetings and failure to meet the KPIs will be actioned in accordance with the remedies available to the Council under the Contract Terms and Conditions. |
| | 29.3.1 | The KPIs and Management Information to be covered at contract review meetings are detailed in Appendix A but may be subject to change over the period of the Contract. |
| | 29.3.2 | The Contractor will have effective management information systems in place to provide such information at the request of the Council. |
| | 29.3.3 | Contract review meetings will be held at the Council's offices and any costs incurred by the Contractor in attending these meetings will be at the Contractor's expense. If necessary, the Council will attend meetings at the Contractor's premises to view specific data or for other reasons. |
| | 29.3.4 | Contract review meetings will be chaired by the Contracting Officer and held from the Commencement Date at the discretion of the Council. Additional management information may be required by the Council as agreed at contract review meetings. |
| | 29.3.5 | The Council may inspect the supply of the Goods or Services at any reasonable time. |
| | 29.4 | Sub-Contractors: The Contractor shall not enter into a Sub-Contract for the purpose of performing its obligation under the Contract, without prior agreement with the Council. |
| | 29.4.1 | Should the Contractor, with prior agreement with the Council, enter into a Sub-Contract it shall ensure that a provision is included in such a Sub-Contract which requires payment to be made of all sums due by the Contractor to the Sub-contractor within a specified period not exceeding 30 business days from the receipt of a valid claim. |

PART FOUR: STATUTORY OBLIGATIONS AND REGULATIONS

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| 30 | | STATUTORY REQUIREMENTS |
| | 30.1 | The Contractor shall be responsible for obtaining all licences, authorisations, consents or permits required in relation to the performance of this Contract. |
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| 31 | | DISCRIMINATION |
| | 31.1 | The Contractor shall not unlawfully discriminate in the provision of the Services either directly or indirectly on such grounds as race, colour, ethnic or national origin, culture and linguistic background, disability, gender or sexual orientation, pregnancy and maternity, gender reassignment, marriage and civil partnership, religion or belief or age and, without prejudice to the generality of the foregoing, shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010 or other relevant legislation. |
| | 31.2 | The Contractor shall at all times operate a policy of equal opportunity in both staffing and service delivery which accords with that of the Council. The Contractor shall forward a copy of this policy to the Council when required and demonstrate its operation in the performance of the Contract. |
| | 31.3 | The Contract shall take all reasonable steps to secure the observance of this clause by all Employees employed in the performance of the Contract. |
| | 31.4 | In the event of a finding of discrimination being made by any court or employment tribunal against the Contractor or any sub-contractor appointed by the Contractor during the performance of this Contract, or of an adverse finding in any formal investigations by the Equality and Human Rights Commission during the performance of this Contract, the Contractor shall inform the Council of this finding and shall take appropriate steps to prevent repetition of the unlawful discrimination. |
| | 31.5 | The Contractor shall indemnify the Council in respect of any claims against the Council which arise by reason of the Contractor's breach of the legislation referred to in clause 31.1 where such breach arises in the performance of its obligations under this Contract. |
| | 31.6 | The Contractor may be required to answer questions raised by the Council on matters referred to in this clause. |
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| 32 | | THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 |
| | 32.1 | Save for those Parties stated in clause 1.3 on whose behalf the Council is contracting, a person who is not a Party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its provisions which, expressly or by implication, confer a benefit on him. |

PART FIVE: PROTECTION OF INFORMATION

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| 33 | | NOT USED |
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| 34 | | CONFIDENTIAL INFORMATION |
| | 34.1 | Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each Party shall: |
| | 34.1.1 | treat the other Party's Confidential Information as confidential and safeguard it accordingly; and; |
| | 34.1.2 | not disclose the other Party's Confidential Information to any other person without the owner's prior written consent. |

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| 34.2 | Clause 34.1 shall not apply to the extent that: |
| 34.2.1 | such disclosure is a requirement of Law placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations pursuant to clause 35 (Freedom of Information); |
| 34.2.2 | such Information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the Information owner; |
| 34.2.3 | such Information was obtained from a third party without obligation of confidentiality; |
| 34.2.4 | such Information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or |
| 34.2.5 | it is independently developed without access to the other party's Confidential Information. |
| 34.3 | The Contractor may only disclose the Council's Confidential Information to its Employees who are directly involved in the provision of the Services and who need to know the Information and shall ensure that such Employees are aware of and shall comply with these obligations as to confidentiality. |
| 34.4 | The Contractor shall not, and shall procure that its Employees do not, use any of the Council's Confidential Information received otherwise than for the purposes of this Contract. |
| 34.5 | Nothing in this Contract shall prevent the Council from disclosing the Contractor's Confidential Information: |
| 34.5.1 | to any Crown Body or any other contracting authority. All Crown Bodies or contracting authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown Bodies or other contracting authorities on the basis that the information is confidential and is not to be disclosed to a third Party which is not part of any Crown Body or any Contracting authority; |
| 34.5.2 | to any consultant, contractor or other person engaged by the Council or any person conducting an Office of Government Commerce gateway review; |
| 34.5.3 | for the purpose of the examination and certification of the Council's accounts; |
| 34.5.4 | for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Council has used its resources. |
| 34.6 | The Council shall use all reasonable endeavours to ensure that any government department, contracting authority, Employee, third party or sub-contractor to whom the Contractor's Confidential Information is disclosed pursuant to clause 34 is made aware of the Council's obligations of confidentiality. |
| 34.7 | Nothing in this clause 34 shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of Intellectual Property Rights. |

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| 35 | FREEDOM OF INFORMATION |
| 35.1 | The Contractor acknowledges that the Council is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Council to enable the Council to comply with its Information disclosure obligations. |
| 35.2 | The Contractor shall procure that its sub-contractors shall: |

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| | | <ul style="list-style-type: none"> a) transfer to the Council all requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a request for Information; b) provide the Council with a copy of all Information in its possession, or power in the form that the Council requires within five Working Days (or such other period as the Council may specify) of the Contractor's request; and c) provide all necessary assistance as reasonably requested by the Council to enable the Council to respond to the request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations. |
| | 35.3 | The Council shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other contract whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations. |
| | 35.4 | In no event shall the Contractor respond directly to a request for Information regarding this Contract unless expressly authorised to do so by the Council. |
| | 35.6 | <p>The Contractor acknowledges that (notwithstanding the provisions of clause 34.2) the Council may, acting in accordance with the Secretary of State for Constitutional Affairs Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("the Code"), be obliged under the FOIA, or the Environmental Information Regulations to disclose Information concerning the Contractor or the Services:</p> <ul style="list-style-type: none"> a) in certain circumstances without consulting the Contractor where required to disclose the Information by Law or pursuant to a lawful authority; or b) following consultation with the Contractor and having taken their views into account; c) provided always that where 35.3 applies the Council shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Contractor advanced notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure. |
| | 35.7 | The Contractor shall ensure that all Information is retained for disclosure and shall permit the Council to inspect such records as requested from time to time. |
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| 36 | | RECORDS AND AUDIT ACCESS |
| | 36.1 | The Contractor shall keep and maintain until six (6) years after the date of termination or expiry (whichever is the earlier) of the Contract, full and accurate records and accounts of the operation of the Contract including the Services provided and/or Goods supplied under it. |
| | 36.2 | The Contractor shall keep the records and accounts referred to in clause 36.1 above in accordance with good accountancy practice. |
| | 36.3 | The Contractor shall on request afford the Council, the Council's representatives and/or the Council's auditor such access to such records and accounts as may be required by the Council from time to time. |
| | 36.4 | The Contractor shall provide such records and accounts (together with copies of the Contractor's published accounts) during the Term and for a period of six (6) years after the expiry of the Term to the Council and the auditor. |
| | 36.5 | The Council shall use reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Contractor or delay the provision of the Services or supply of Goods |

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| | | save insofar as the Contractor accepts and acknowledges that control over the conduct of audits carried out by the auditor is outside of the control of the Council. |
| | 36.6 | Subject to the Council's rights of Confidential Information, the Contractor shall on demand provide the auditors with all reasonable co-operation and assistance in relation to each audit, including: - |
| | 36.6.1 | all information requested by the Council within the scope of the audit; |
| | 36.6.2 | reasonable access to sites controlled by the Contractor and to Equipment used in the provision of the Services; and |
| | 36.6.3 | reasonable access to Employees. |
| | 36.7 | The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause 36, unless the audit reveals a material Default by the Contractor in which case the Contractor shall reimburse the Council for the Council's reasonable costs incurred in relation to the audit. |
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| 37 | | CONTROL OF CONTRACT |
| | 37.1 | The Contractor shall not assign, novate, sub-contract or in any other way dispose of the Contract or any part of it without the Council's prior approval. |
| | 37.2 | The Contractor shall be responsible for the acts and omissions of its sub-contractors as though they are its own. |
| | 37.3 | The Council may assign or novate any interest in the Contract to any statutory successor to its functions. |
| | 37.4 | Where the Council has consented to the placing of sub-contracts, copies of each sub-contract shall, at the request of the Council, be sent by the Contractor to the Council as soon as reasonably practicable. |
| | 37.5 | The Council may assign, novate or otherwise dispose of its rights and obligations under the Contract provided that any such assignment, novation or other disposal shall not increase the burden of the Contractor's obligations under the Contract. |

PART SIX: INADEQUATE PERFORMANCE AND DISRUPTION

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| 38 | | REMEDIES IN THE EVENT OF INADEQUATE PERFORMANCE |
| | 38.1 | In the event that the Council is of the reasonable opinion that there has been a material breach of the Contract by the Contractor, then the Council may, without prejudice to its rights under clause 41, do any of the following: |
| | 38.1.1 | without terminating the Contract, itself supply or procure the supply of all or part of the Goods or Services until such time as the Contractor shall have demonstrated to the reasonable satisfaction of the Council that the Contractor will once more be able to supply all or such part of the Goods or Services in accordance with the Contract; |
| | 38.1.2 | without terminating the whole of the Contract, terminate the Contract in respect of part of the Goods or Services only (whereupon a corresponding reduction in the Contract Price shall be made) and thereafter itself supply or procure a third party to supply such part of the Goods or Services; |
| | 38.1.3 | terminate, in accordance with clause 41 the whole of the Contract; and/or |
| | 38.1.4 | charge the Contractor for, and the Contractor shall pay any costs reasonably incurred by, the Council (including any reasonable administration costs) in respect of the supply of any part of the |

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| | | Goods or Services by the Council or a third party provided that the Council uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement Goods or Services. |
| | 38.2 | If the Contractor fails to supply any of the Goods or Services in accordance with the provisions of the Contract and such failure is capable of remedy, then the Council shall instruct the Contractor to remedy the failure and the Contractor shall at its own cost and expense remedy such failure (and any damage resulting from such failure) within 10 (ten) Working Days of the Council's instructions or such other period of time as the Council may direct. |
| | 38.3 | In the event that the Contractor: |
| | | (a) fails to comply with clause 38.2 above and the failure is materially adverse to the interests of the Council or prevents the Council from discharging a statutory duty; or |
| | | (b) persistently fails to comply with clause 38.2 above; |
| | | then the Council may terminate the Contract with immediate effect by giving the Contractor Notice. |
| | 38.4 | Without prejudice to any other right or remedy which the Council may have, if any Goods or Services are not supplied in accordance with, or the Contractor fails to comply with any of the terms of the Contract the Council shall be entitled to avail itself of any one or more of the following remedies at its discretion whether or not any part of the Goods or Services have been accepted by the Council: - |
| | | <ul style="list-style-type: none"> (a) to rescind the Contract; (b) to reject the Goods or Services (in whole or in part) and return them to the Contractor at the risk and cost of the Contractor on the basis that a full refund for the Goods or Services so returned shall be paid forthwith by the Contractor; (c) at the Council's option to give the Contractor the opportunity at the Contractor's expense to either remedy any defect in the Goods or Services or to supply replacement Goods or Services; (d) to refuse to accept any further deliveries of the Goods or Services but without any liability to the Council; and (e) to claim such damages as may have been sustained in consequence of the Contractor's breach or breaches of the Contract. |

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| 39 | | DISRUPTION |
| | 39.1 | The Contractor shall immediately inform the Council of any actual or potential industrial action, whether such action be by its own Employees or others, which affects or might affect its ability at any time to perform its obligations under the Contract. |
| | 39.2 | In the event of industrial action by the Employees, the Contractor shall seek the Council's approval to its proposals for the continuance of the supply of the Goods or Services in accordance with its obligations under the Contract. |
| | 39.3 | If the Contractor's proposals referred to in clause 39.2 are considered insufficient or unacceptable by the Council acting reasonably then the Contract may be terminated with immediate effect by the Council by Notice in writing. |

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| | 39.4 | If the Contractor is temporarily unable to fulfil the requirements of the Contract owing to disruption of normal business by direction of the Council, an appropriate allowance by way of extension of time will be approved by the Council. In addition, the Council will reimburse any additional expense reasonably incurred by the Contractor as a direct result of such disruption. |
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| 40 | | FORCE MAJEURE |
| | 40.1 | Neither Party shall be liable to the other Party for any delay in performing, or failure to perform, its obligations under the Contract (other than a payment of money) to the extent that such delay or failure is a result of Force Majeure. Notwithstanding the foregoing, each Party shall use all reasonable endeavours to continue to perform its obligations under the Contract for the duration of such Force Majeure. However, if such Force Majeure prevents either Party from performing its material obligations under the Contract for a period in excess of six Months, either Party may terminate the Contract with immediate effect by notice in writing. |
| | 40.2 | Any failure or delay by the Contractor in performing its obligations under the Contract which results from any failure or delay by an agent, sub-contractor or contractor shall be regarded as due to Force Majeure only if that agent, sub-contractor or contractor is itself impeded by Force Majeure from complying with an obligation to the Contractor. |
| | 40.3 | If either Party becomes aware of a Force Majeure event or occurrence which gives rise to or which is likely to give rise to any such failure or delay on its part as described in clause 40.1 it shall immediately notify the other by the most expeditious method then available and shall inform the other of the period during which it is estimated that such failure or delay shall continue. |

PART SEVEN: CONTRACT TERMINATION AND SUSPENSION

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| 41 | | TERMINATION |
| | 41.1 | This Contract shall terminate: |
| | 41.1.1 | On the expiry of the Term; |
| | 41.1.2 | Immediately if either party commits a fundamental Default, with the offended party serving Notice to the party in breach, giving details of the way in which it is considered they are in breach; |
| | 41.2 | The Council may by Notice in writing to the Contractor terminate this Contract as from the date of service of such Notice if: |
| | 41.2.1 | the Contractor passes a resolution or a court makes an order that the Contractor be wound up otherwise than for the purpose of a bona fide solvent reconstruction or amalgamation; or |
| | 41.2.2 | circumstances exist which entitle a court or a creditor to appoint a receiver, manager or administrator or which entitle a court otherwise than for the purpose of a bona fide solvent reconstruction or amalgamation to make a winding-up order regarding the Contractor; or |
| | 41.2.3 | the Contractor undergoes a change of control, within the meaning of section 416 of the Income and Corporation Taxes Act 1988, which impacts adversely and materially on the performance of this Contract; or |
| | 41.2.4 | the Contractor becomes the subject of a voluntary arrangement under s1 of the Insolvency Act 1986; or |

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| | 41.2.5 | the Contractor has a receiver, manager, administrator, or administrative receiver appointed over all or any part of its undertakings, assets or income, or has passed a resolution for its winding up; or |
| | 41.2.6 | the Contractor has a petition presented to any court for its winding up or for an administration order; or |
| | 41.2.7 | the Contractor is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or |
| | 41.2.8 | the Contractor suffers any distraint, execution or other process to be levied or enforced on any of its property by any third party and is not paid out, withdrawn or discharged within 7 days. |
| | 41.3 | The Council may only exercise its right under clause 41.2.3 within six Months after a change of control occurs and shall not be permitted to do so where it has agreed in advance to the particular change of control that occurs. The Contractor shall notify the Contracting Officer immediately any change of control occurs. |
| | 41.4 | The Council shall be entitled to terminate this Contract immediately and recover from the Contractor the amount of any loss resulting from such cancellation if, in relation to any agreement with the Council, the Contractor or any person employed by him or acting on his behalf shall have committed an offence under the Bribery Act 2010, or shall have given any fee or reward, the receipt of which is an offence under sub-section (2) of Section 117 of the Local Government Act 1972. |
| | 41.5 | The Council may at any time by notice in writing to the Contractor terminate this Contract as from the date of service of such notice whenever any of the following events occurs: |
| | 41.5.1 | the Contractor commits a material breach of any of its obligations under or in relation to this Contract which is not capable of remedy or, if capable of remedy, is not remedied within 30 days after receipt of written Notice from the non-breaching party of its intention to terminate; or |
| | 41.5.2 | the Contractor is continually in breach or commits a series of repeated breaches of this Contract, which cannot be remedied within 30 days of written Notice from the Council of its intention to terminate. |
| | 41.6 | The Council shall have the right to terminate this Contract or to terminate the provision of any part of the Contract at any time by giving three month's written Notice to the Contractor. |
| | 41.7 | When requested to do so by the Council, the Contractor shall upon the termination of the Contract, immediately deliver up to the Council all correspondence, documents, specification papers and property belonging to the Council which may be in its possession or under its control. |
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| 42 | | CONSEQUENCES OF EXPIRY OR TERMINATION |
| | 42.1 | Where the Council terminates the Contract under clause 41.5 and then makes other arrangements for the supply of the Goods or Services, the Council may recover from the Contractor the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Council throughout the remainder of the Term. The Council shall take all reasonable steps to mitigate such additional expenditure. Where the Contract is terminated due to the Contractor's Default, no further payments shall be payable by the Council until the Council has established the final cost of making those other arrangements. |
| | 42.2 | Not Used |
| | 42.3 | (a) Not Used |

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| | 42.4 | Save as otherwise expressly provided in the Contract, termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract prior to termination or expiration and nothing in the Contract shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry |
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| 43 | | RECOVERY UPON TERMINATION |
| | 43.1 | On the termination of the Contract for any reason, the Contractor shall: |
| | 43.1.1 | Immediately deliver to the Council all property that may have been provided to the Contractor by the Council; |
| | 43.1.2 | Assist and co-operate with the Council to ensure an orderly transition of the provision of the Goods or Services to the replacement Contractor and /or the completion of any work in progress. |

PART EIGHT: LIABILITY AND INSURANCE

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| 44 | | LIABILITIES AND INDEMNITIES |
| | 44.1 | Nothing in this clause attempts to limit or exclude either Party's liability for: |
| | 44.1.1 | Death or personal injury cause by its negligence; |
| | 44.1.2 | Fraud or fraudulent misrepresentation by it or its Employees; |
| | 44.1.3 | Breach of any obligations as to title implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982 |
| | 44.2 | Subject to clause 44.1, both Parties agree that each Party's total aggregate liability in connection with this Contract whether those liabilities are expressed as an indemnity or otherwise in each twelve (12) Month period during the Term (whether in contract, tort including negligence breach of statutory duty or howsoever arising) shall in no event exceed one hundred and fifty per cent (150%) of the Contract Price for the Contract. |
| | 44.3 | Subject to clause 44.1 and 44.2 the Contractor shall indemnify and keep indemnified the Council on demand in full from and against all legally enforceable claims, proceedings, actions, damages, legal costs, expenses and any other liabilities whatsoever arising out of, in respect of or in connection with any death or personal injury or loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Contractor, or any other loss which is caused by an act or omission of the Contractor. |
| | 44.4 | Clause 44.3 shall not apply to the extent that the Contractor is able to demonstrate that such loss detailed in that clause was not caused or contributed to by its negligence or Default, or the negligence or Default of the Contractor's Employees. |
| | 44.5 | In no event shall either Party be liable to the other for: (a) Loss of profits; (b) Loss of business; (c) Loss of revenue; (d) Loss of or damage to goodwill; (e) Loss of savings (whether anticipated or otherwise); and/or (f) Subject to clause 44.6, any indirect, special or consequential loss or damage |
| | 44.6 | In accordance with clause 44.3, the Contractor shall be liable for the following types of loss, damage, cost or expense flowing from an act or Default of the Contractor which shall (without in |

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| | | <p>any way limiting other categories of loss, damage, cost or expense which may be recoverable by the Council) be recoverable by the Council:</p> <ul style="list-style-type: none"> (a) any additional operational and/or administrative costs and expenses arising from any Contractor Default; (b) the cost of procuring, implementing and operating any alternative or replacement services to the Services; (c) any wasted expenditure or charges rendered unnecessary and/or incurred by the Council arising from the Contractor's Default (to include wasted staffing costs in the event of delayed delivery); and (d) Any regulatory losses, fines, expenses or other losses arising from a breach by the Contractor of any Law. |
| 45 | | INSURANCE |
| | 45.1 | The Contractor shall effect and maintain the following insurances at its own expense for the duration of the Contract in relation to the performance of the Contract: |
| | 45.1.1 | a valid policy or policies of public liability insurance with a minimum level of indemnity of £5 million for any one claim. |
| | 45.1.2 | a valid policy or policies of employer's liability insurance with a minimum level of indemnity of £5 million for any one claim in respect of all sums the Contractor is found legally liable to pay for injury, illness or disease suffered by an employee of the Contractor acting in the course of his duties. |
| | 45.1.3 | Not Used |
| | 45.1.4 | Not Used |
| | 45.2 | Details of the above policies together with evidence that the policies are currently in force must be produced to the Council on demand. |
| | 45.3 | The terms of any insurance or the amount of cover shall not relieve the Contractor of any liabilities arising under the Contract. |
| | 45.4 | If, for whatever reason, the Contractor fails to give effect to and maintain the insurances required by the Contract then the Council may make alternative arrangements to protect its interests and recover the costs of such arrangements from the Contractor. |

PART EIGHT: OTHER PROVISIONS

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| 46 | | VARIATIONS TO THE CONTRACT |
| | 46.1 | The Council may propose a variation to the Contract by serving the Contractor with written notice of the proposal to vary the Contract. |
| | 46.2 | The notice of variation will contain sufficient detail to allow the Contractor to consider whether any changes to the Pricing Schedule are necessary. |
| | 46.3 | On receipt of the notice, the Contractor has 7 days to respond in writing with any objections to the variation. Where the Council does not receive any written objections within the timescales detailed, the Council may serve the Contractor with a written agreement detailing the variation to be signed and returned by the Contractor within 7 days of receipt. |
| | 46.4 | Where the Contractor can demonstrate that a variation would result in a change to the Contract Price set out in the Pricing Schedule, the Council may require further evidence from the Contractor that any additional costs to the Contractor will be kept to a minimum. |

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| | 46.5 | The Council may require the Contractor to meet and discuss any proposed changes to the Pricing Schedule that would result from a variation. |
| | 46.6 | Where a change to the Pricing Schedule is agreed by the Council the Council shall notify its acceptance of the change to the Contractor in writing. |
| | 46.7 | In the event that the Council and the Contractor cannot agree to the changes to the prices set out in the Pricing Schedule, the Council may withdraw the variation or propose an amendment to it. |
| | 46.8 | In the event of any dispute relating to a variation under this clause, the matter shall be dealt with under clause 48. |
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| 47 | | WAIVER |
| | 47.1 | Failure by the Council or the Contractor to insist on strict performance of this Contract or to exercise any right or remedy upon breach of any provision of this Contract shall not constitute a waiver of the contract conditions or a waiver of any subsequent breach or default in the performance of the Contract. The rights and remedies provided in this Contract are cumulative and not exclusive of any rights and remedies provided by Law. |
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| 48 | | DISPUTE RESOLUTION |
| | 48.1 | It is the intention of the Parties to settle amicably by negotiation all disagreements and differences on matters relating to this Contract. |
| | 48.2 | In the event that any disagreement or difference of opinion arises out of this Contractor the matter shall be dealt with as follows: |
| | 48.2.1 | the Contracting Officer and the Contractor's representative shall meet to seek a resolution. In the event that they do not meet within ten Working Days of the date on which either Party convenes a meeting to resolve the matter or should they not be able to resolve the matter within ten Working Days of the first meeting, the matter shall be promptly referred by either Party to the next level of management within the respective organisations for immediate resolution. |
| | 48.2.2 | if within fourteen Working Days of the matter having been referred to the next level of management no agreement has been reached as to the matter in dispute, the Parties shall thereafter seek to determine the matter in dispute by adopting the procedure set out below: |
| | | <p>(a) An independent expert shall be appointed by agreement between the Parties. The Parties shall promptly furnish to such expert all information relating to the dispute to enable him to give a decision as to what course of action in his reasonable opinion ought to be followed to give an outcome equitable to the Parties taking into account the respective rights and obligations of the Parties.</p> <p>(b) The decision of the expert shall be final and binding on the Parties.</p> <p>(c) The Parties shall share equally the fees and expenses of the expert unless the expert directs otherwise.</p> |
| | 48.2.3 | Alternatively, either Party may refer the matter for decision to arbitration whereupon the Parties shall comply with the following provisions: <p>(a) the arbitration shall be governed by the provisions of the Arbitration Act 1996;</p> <p>(b) the arbitration fees shall be met by the Council and Contractor in equal shares;</p> <p>(c) the decision of the arbitrator shall be binding on the Parties.</p> |
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| 49 | | SEVERANCE |
| | 49.1 | If any apart of this Contract becomes invalid, illegal or unenforceable, the Parties shall negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted which gives effect to their original intentions. |
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| 50 | | LAW AND JURISDICTION |
| | 50.1 | This Contract shall be governed by and construed in accordance with English law and each Party agrees to submit to the exclusive jurisdiction of the English courts. |
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| 51 | | ENTIRE AGREEMENT |
| | 51.1 | This Contract constitutes the entire agreement between the Parties relating to the subject matter of the Contract. This Contract supersedes all prior negotiations, representations and undertakings whether written or oral, except that this clause shall not exclude liability in respect of any fraudulent misrepresentation |
| | 51.2 | Each of the Parties acknowledges and agrees that in entering into the Contract it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in the Contract. The only remedy available to either Party for any such statements, representation, warranty or understanding shall be for breach of contract under the terms of the Contract. |
| | 51.3 | Nothing in clauses 51.1 and 51.2 shall operate to exclude Fraud or fraudulent misrepresentation. |

IN WITNESS WHEREOF this Contract has been executed as a Deed by the following parties and delivered on the date stated above

EXECUTED as a DEED by affixing
The COMMON SEAL of **DORSET**
COUNCIL in
the presence of:

Authorised Signatory

EXECUTED as a DEED by
[] acting by a Director or two Directors
or a Director and its Company Secretary:

Director

Company Secretary/Director

Witness:

Witness Signature

Print Name

Address

Occupation

This document must be executed as a Deed. You should check your company Articles to ensure you comply with the requirements for your company. Most commonly a document can be signed by a Director and a Company Secretary or two Directors. If you wish to have just one Director sign this document you will need someone independent to witness their signature and complete the 'Witness' details.