



## TORBAY COUNCIL: ACCOMPANYING TERMS AND CONDITIONS FOR THE PROVISION OF CASH COLLECTION SERVICES

***Contract between***

**The Authority**

**Torbay Council of Town Hall, Torquay, Devon, TQ1 3DR**

***and***

**The Supplier**

**[Insert name, registered office address and, where applicable,  
the company number of the Supplier]**

***Date***

**[Insert the date when signed by both parties]**

***Commencement Date***

**[Insert the date on which the Services shall commence]**

***Termination Date***

**[Insert the date on which the Services shall end]**

***Summary of Services***

**Cash Collection Services**

This Contract is made on the date set out above subject to the **Call-Off Terms set out in the ESPO 324F\_16 (Framework Schedule 3) Call-Off Terms (and General Provisions and Interpretation) relating to Cash Collection and Cash and Valuables in Transit (CVIT) Services**. The Authority and the Supplier undertake to comply with the provisions of the Schedules in the performance of this Contract.

The Supplier shall supply to the Authority, and the Authority shall receive and pay for, the Services on the terms of this Contract.

### **Schedules**

<b>Schedule 1</b>	Key Provisions
<b>Schedule 2</b>	General Terms and Definitions and Interpretations: <b>Please refer to the attached ESPO 324F_16 (Framework Schedule 3) Call-Off Terms (and General Provisions and Interpretation) relating to Cash Collection and Cash and Valuables in Transit (CVIT) Services.</b>
<b>Schedule 3</b>	Specification
<b>Schedule 4</b>	Supplier's Tender Response Document
<b>Schedule 5</b>	Payment Schedule
<b>Schedule 6</b>	Further Information/Not Used

Executed as a deed by affixing the common  
seal of **[Insert full name of the Authority]**

in the presence of:

.....

**[Name]**

**[COMMON SEAL]**

**[Position]**

**Signed by the Authorised Representative of THE SUPPLIER**

Name:		Signature	
Position:			

## Schedule 1 Key Provisions

### Background

- (A) The Authority has utilised the ESPO Framework Agreement 324F\_16 - Cash Collection and Cash and Valuables in Transit (CVIT) Services, to conduct a Further Competition for a new contract for **Cash Collection Services**. Through this process, the Council identified and awarded a Contract to a sole supplier. The suppliers invited to participate, were those on the Framework who can provide the required services, included within Lot 6: South West England.
- (B) The Authority has, through a competitive process, selected the Supplier to provide these services and the Supplier is willing and able to provide the services in accordance with the terms and conditions of this Contract.
- (C) Documents that form part of this Contract are
- (i) the attached ESPO 324F\_16 (Framework Schedule 3) Call-Off Terms (and General Provisions and Interpretation) relating to Cash Collection and Cash and Valuables in Transit (CVIT) Services.
  - (ii) the completed tender documents including the Specification, Supplier Tender Response Payment Schedule, and any other supporting documentation; and
  - (iii) the Front Sheet and its associated Schedules.

### Standard Key Provisions

#### **1 Application of the Key Provisions**

- 1.1 The standard Key Provisions at clauses 1 to 5 of these Key Provisions shall apply to this Contract.
- 1.2 The optional Key Provisions at clauses 6 and 7 of these Key Provisions shall apply to this Contract if they are set out in the section below. The tick boxes are purely for administrative purposes and have no bearing on the terms of this Contract.
- 1.3 Extra Key Provisions shall only apply to this Contract where such provisions are set out at the end of this Schedule 1.

#### **2 Term**

This Contract shall take effect on the Commencement Date and shall continue for the Term unless terminated early or extended as appropriate in accordance with the terms conditions or clauses of this Contract.

#### **3 Authorised Representatives**

At the Commencement Date:

- (a) the Authority Authorised Representative is:  
Lorraine Woolcock, Services Manager Finance - Systems & Information,
- (b) the Supplier Authorised Representative is:  
**[insert name and role of the Supplier's Authorised Representative]**.

#### 4 Names and addresses for notices

Notices served under this Contract are to be delivered to:

(a) for the Authority:

Lorraine Woolcock, Services Manager Finance - Systems & Information,  
Financial Services,  
Torbay Council.  
Town Hall,  
Castle Circus,  
Torquay.  
TQ1 3DS

Email: Lorraine.Woolcock@torbay.gov.uk

(b) for the Supplier:

**[complete name and/or role (this is normally going to be the Authorised Representative identified at 3 above and postal address that they shall be contacted at – please note the address may be different to the registered office address of the Supplier above).**

**[insert e-mail address of the person identified above]**

#### 5 Order of precedence

Should there be a conflict between any other parts of this Contract the order of priority for construction purposes shall be:

- (a) the provisions of the Front Sheet of this Contract;
- (b) Schedule 1: Key Provisions;
- (c) Schedule 3: Specification;
- (d) Schedule 5: Payment Schedule;
- (e) Schedule 2: General Terms and Definitions and Interpretations: ESPO 324F\_16 (Framework Schedule 3) Call-Off Terms (and General Provisions and Interpretation) relating to Cash Collection and Cash and Valuables in Transit (CVIT) Services;
- (f) Schedule 4: Supplier's Tender Response Document;
- (g) Schedule 6: Further Information/Not Used; and
- (h) the order in which all subsequent schedules, if any, appear.

#### Optional Key Provisions

<input type="checkbox"/>	6	Not used
<input type="checkbox"/>	7	Not used

<input type="checkbox"/>	<p><b>8 Insurance</b> – please refer to section 18.2 of Framework Schedule 3 – Call-Off Terms.</p> <p>8.1 The Supplier shall at its own cost effect and maintain with a reputable insurance company a policy or policies of insurance providing as a minimum the following levels of cover:</p> <ul style="list-style-type: none"> <li>(a) public liability insurance with a limit of indemnity of not less than £5,000,000 in relation to any one claim or series of claims;</li> <li>(b) employer's liability insurance with a limit of indemnity of not less than £10,000,000 in relation to any one claim or series of claims; and</li> <li>(c) professional indemnity liability insurance with a limit of indemnity of not less than £1,000,000] in relation to any one claim or series of claims</li> </ul>
<input type="checkbox"/>	<p><b>Extending the Initial Term</b></p> <p>8.2 The Authority may extend this Contract beyond the Initial Term by a further period or periods of up to 2 years (<b>Extension Period</b>), awarded in increments of up to: 1 year with the option for a further final 1 year extension. If the Authority wishes to extend this Contract, it shall give the Supplier at least 2 months' written notice of such intention before the expiry of the Initial Term or Extension Period.</p> <p>8.3 If the Authority or any individual member of the Authority gives such notice then the Term shall be extended by the period set out in the notice.</p> <p>8.4 If the Authority does not wish to extend this Contract beyond the Initial Term this Contract shall expire on the expiry of the Initial Term.</p>
<input type="checkbox"/>	<p><b>9 Not Used</b></p>

**Additional Key Provisions – Not used**

## **Schedule 2 General Terms (and Definitions and Interpretations)**

**Please refer to the attached 324F\_16 (Framework Schedule 3) Call-Off Terms (and General Provisions and Interpretation) relating to Cash Collection and Cash and Valuables in Transit (CVIT) Services.**

### **Schedule 3 Specification**

*Guidance - See Specification in the tender pack – before signing the Contract the Specification will need to be inserted here.*

*Guidance: Insert the details of what the Supplier shall be doing as fully and completely as possible.*



#### **Schedule 4** **Supplier's Tender Response Document**

*Guidance - See Supplier's tender response document – before signing the Contract the Tender Response Document will need to be inserted here.*

## **Schedule 5** **Payment Schedule**

*Guidance - See Payment Schedule in the tender pack – before signing the Contract the Payment Schedule will need to be inserted here.*

**Schedule 6 [Further Information / Not Used]**