

**Dated**

**2024**

**Dorset Council**

**and**

**[Contractor]**

**CONTRACT**

**relating to**

**PROVISION OF  
Dorset Business Support Service,  
funded by UK Shared Prosperity Fund**

**Reference DN728813**

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THIS CONTRACT is made on  
BETWEEN

2024

- (1) **Dorset Council** whose principal place of business is at County Hall, Colliton Park, Dorchester DT1 IXJ (“the Council”) and
- (2) **[Contractor]** (Company Number: [ ]) whose registered office is at [ ] (“the Contractor”)

<b>1</b>		<b>BACKGROUND</b>
	<b>1.1</b>	The Council placed a contract notice in the Find a Tender Service (where relevant) seeking expressions of interest from providers for the provision of Dorset Business Support Services, funded by UK Shared Prosperity Fund, under a contract to the Council.
	<b>1.2</b>	On the basis of the Contractor’s tender, the Council selected the Contractor to enter into a contract to provide Services to the Council.
<b>2</b>		<b>DEFINITIONS</b>  In the Contract unless the context otherwise required the following provisions shall have the meanings give to them below:
	<b>2.1</b>	‘ <b>Commencement Date</b> ’ means XX XXXX 20XX;
	<b>2.2</b>	‘ <b>Commercially Sensitive Information</b> ’ means the Confidential Information marked as confidential and comprising information which is provided by the Contractor and designated as commercially sensitive information or that constitutes a trade secret;
	<b>2.3</b>	‘ <b>Confidential Information</b> ’ means: <ul style="list-style-type: none"><li>• 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 within the meaning of the Data Protection Legislation as defined in Clause 24; and</li><li>• the Commercially Sensitive Information,</li></ul>
	<b>2.4</b>	‘ <b>Contracting Officer</b> ’ means the authorised representative of the Council and shall include their representatives;

2.5	<b>'Contract'</b> means this Contract including all Schedules, appendices and variations as made in relation to this Contract, the invitation to tender, the Contractor's tender submission and any documents accompanying it;
2.6	<b>'Contract Price'</b> means the price as set out in the Pricing Schedule at Schedule 2;
2.7	<b>'Contract Terms'</b> means these terms, excluding the Specification;
2.8	<b>'Default'</b> 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 mis-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;
2.9	<b>'Environmental Information Regulations'</b> means the Environmental Information Regulations 2004 and any subsequent revision or amendment;
2.10	<b>'Employees'</b> 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;
2.11	<b>'Equipment'</b> means the Contractor's equipment, plant and materials used in the performance of its obligations under this Contract;
2.12	<b>'FOIA'</b> 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;
2.13	<p><b>'Force Majeure'</b> 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, epidemic or pandemic, 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"> <li>• any industrial action occurring within the Contractor's or any sub-contractor's organisation or;</li> <li>• the failure by any sub-contractor to perform its obligations under any sub-contract (unless such failure itself is caused by Force Majeure);</li> </ul>
2.14	<b>'Good Industry Practice'</b> 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;
2.15	` <b>Information</b> ` has the meaning given under section 84 of the FOIA;
2.16	` <b>Initial Contract Period</b> ` means the period from the Commencement Date to the date of expiry set out in clause 4.1 (Initial Contract Period), or such earlier date of termination or partial termination of the Agreement in accordance with the Law or the provisions of the Contract;
2.17	` <b>Intellectual Property Rights</b> ` shall mean 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;
2.18	` <b>Law</b> ` 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, 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;
2.19	` <b>Month</b> ` means calendar month;
2.20	` <b>Party</b> ` means the Council or the Contractor and `Parties` shall be interpreted accordingly;
2.21	` <b>Premises</b> ` or ` <b>Site</b> ` means any location where the Services are delivered;
2.22	` <b>Product of the Services</b> ` means all reports, checks, collated data and documentation in whatever format that the Contractor shall or may create to deliver to the Council as part of the Services provided by the Contractor;
2.23	<p><b>Prohibited Act</b>: the following constitute Prohibited Acts:</p> <ol style="list-style-type: none"> <li>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"> <li>a. induce that person to perform improperly a relevant function or activity; or</li> <li>b. reward that person for improper performance of a relevant function or activity;</li> </ol> </li> </ol>

		<p>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;</p> <p>3. committing any offence:</p> <ul style="list-style-type: none"> <li>a. under the Bribery Act;</li> <li>b. under the legislation creating offences concerning fraudulent acts;</li> <li>c. at common law concerning fraudulent acts relating to this Contract or any other contract or agreement with the Council; or</li> <li>d. defrauding, attempting to defraud or conspiring to defraud the Council.</li> </ul>
	<b>2.24</b>	<b>‘Services’</b> means the Services as detailed in the Specification;
	<b>2.25</b>	<b>‘Specification’</b> means the specification attached at Schedule 1;
	<b>2.26</b>	<b>‘Tender’</b> means both the documents published by the Council and the document(s) submitted by the Contractor to the Council in response to the Council’s procurement process;
	<b>2.27</b>	<b>‘Term’</b> means the Term as detailed in clauses 4 and 5;
	<b>2.28</b>	<b>‘VAT’</b> means value added tax in accordance with the provisions of the Value Added Tax Act 1993;
	<b>2.29</b>	<b>‘Working Days’</b> means Monday to Friday inclusive but not including any declared public holiday.
<b>3</b>		<b>INTERPRETATION</b>
		The interpretation and construction of the Contract, including the Schedules, shall be subject to the following provisions:
	<b>3.1</b>	words importing the singular meaning include where the context so admits the plural meaning and vice versa;
	<b>3.2</b>	the words “include”, “includes” and “including” are construed as though they were immediately followed by the words “without limitation”;

	<b>3.3</b>	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;
	<b>3.4</b>	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;
	<b>3.5</b>	headings in this Contract are for ease of reference only and shall not affect the interpretation or construction of the Contract;
	<b>3.6</b>	reference to a clause is a reference to the whole of that clause unless stated otherwise;
	<b>3.7</b>	references to clauses and schedules are references to clauses and Schedules to this Contract;
	<b>3.8</b>	the provisions of the Schedules are incorporated in this Contract;
	<b>3.9</b>	any periods of time referred to in this Contract and expressed in days shall refer to calendar days unless stated otherwise;
	<b>3.10</b>	references to a Party include reference to any successor body or person to which shall fall the right to enforce the benefit of this Contract or any paragraph in it, or to which shall be transferred any statutory function of either of the Parties, whether by way of act of Parliament, statutory instrument, express agreement or deed or otherwise.
<b>4</b>		<b>TERM</b>
	<b>4.1</b>	The Contract shall take effect on the Commencement Date of <b>XX XXXX 20XX</b> and shall expire automatically on <b>XX XXXX 20XX</b> , unless it is terminated in accordance with the provisions of the Contract or otherwise lawfully terminated or extended under clause 5.
<b>5</b>		<b>EXTENSION OF TERM</b>
	<b>5.1</b>	Subject to satisfactory performance by the Contractor of its obligations under the Contract, the Council may, by giving not less than three months' notice prior to the last day of the Term, extend the Contract in accordance with 5.2.
	<b>5.2</b>	The Council may extend the Term for a further <b>XX months/years, in 12 month intervals.</b>
<b>6</b>		<b>PRIORITY</b>



	<b>6.1</b>	In the event of any conflict between the provisions of the contract documents, the conflict shall be resolved in the following order of precedence:
		<ul style="list-style-type: none"> <li>i. the Specification</li> <li>ii. the Contract Terms;</li> <li>iii. the Tender; and</li> <li>iv. any other document referred to in the clauses of the Contract.</li> </ul>
<b>7</b>		<b>CONTRACTOR'S STATUS</b>
	<b>7.1</b>	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 in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the terms of the Contract.
<b>8</b>		<b>STATUTORY FUNCTIONS</b>
	<b>8.1</b>	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 on, 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.
<b>9</b>		<b>NOTICES</b>
	<b>9.1</b>	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 or 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.
	<b>9.2</b>	Provided the notice sent as above is not returned as undelivered it shall be deemed to have been received:
	<b>9.2.1</b>	if delivered by hand before 4pm on a Working Day, at the time of delivery, otherwise receipt shall be deemed to occur at 9am on the next following Working Day; or
	<b>9.2.2</b>	if delivered by first class mail, two Working Days after the day of posting.
	<b>9.3</b>	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.

	<b>9.4</b>	For the purposes of this clause “writing” shall not include email and notices shall not be sent by email.
<b>10</b>		<b>CONFLICTS OF INTEREST</b>
	<b>10.1</b>	The Contractor shall use reasonable endeavours to ensure that neither the Contractor nor any of its Employees, servants, agents, suppliers, contractors 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.
	<b>10.2</b>	This clause shall apply during the Term and for a period of two (2) years after expiry of the Term.
<b>11</b>		<b>PREVENTION OF BRIBERY</b>
	<b>11.1</b>	The Contractor:
	<b>11.1.1</b>	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;
	<b>11.1.2</b>	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.
	<b>11.2</b>	The Contractor shall:
	<b>11.2.1</b>	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;
	<b>11.2.2</b>	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 Services in connection with this Contract. The

		Contractor shall provide such supporting evidence of compliance as the Council may reasonably request.
	<b>11.3</b>	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.
	<b>11.4</b>	If any breach of clause 11.1 is suspected or known, the Contractor shall notify the Council immediately.
	<b>11.5</b>	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.
	<b>11.6</b>	The Council may terminate this Contract by written notice with immediate effect if the Contractor, its agents, consultants, contractors, Employees and sub-contractors (in all cases whether or not acting with the Contractor's knowledge) breaches clause 11.1.
	<b>11.7</b>	Any notice of termination under 11.6 must specify: <ul style="list-style-type: none"> <li>a) the nature of the Prohibited Act;</li> <li>b) the identity of the party whom the Council believes has committed the Prohibited Act; and</li> <li>c) the date on which this Contract will terminate.</li> </ul>
	<b>11.8</b>	Despite clause 39, any dispute relating to: <ul style="list-style-type: none"> <li>a) the interpretation of clause 11 or</li> <li>b) the amount or value of any gift, consideration or commission;</li> </ul> shall be determined by the Council and its decision shall be final and conclusive.
	<b>11.9</b>	Any termination under clause 11.6 shall be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Council.
<b>12</b>		<b>WARRANTIES</b>
	<b>12.1</b>	The Contractor warrants and represents to the Council that:
	<b>12.1.1</b>	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;

	<b>12.1.2</b>	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;
	<b>12.1.3</b>	as at the Commencement Date, all information, statements and representations contained in the Tender 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 shall 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;
	<b>12.1.4</b>	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 which may be entered into with the Council;
	<b>12.1.5</b>	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;
	<b>12.1.6</b>	it shall supply the Services using reasonable care, skill and diligence using suitably qualified Employees and in accordance with Good Industry Practice; and
	<b>12.1.7</b>	in entering into the Contract it has not committed any fraud.
<b>13</b>		<b>SERVICE CONTINUITY</b>
	<b>13.1</b>	The Contractor shall have contingency arrangements in place, as approved by the Council, to ensure continuity of the provision of the Services, at all times, at no extra cost to the Council. These shall include, but not be limited to, arrangements to deal with staff absences.
	<b>13.2</b>	The Contractor shall demonstrate, on request by the Council, for the duration of the Contract, that it has adequate business continuity plans and associated contingency arrangements in place to ensure minimum disruption in the provision of any part of the Services in the event of a major incident affecting its ability to provide the Services,

		including an insolvency event affecting the Contractor or any key sub-contractor, such plans to be appropriate to the scale of the Contractor's commitments under this Contract.
	<b>13.3</b>	The Council reserves the right to request detailed evidence of contingency plans such as sight of the Contractor's business continuity plan and evidence of the testing of the plan, and to require review and/or amendment of the plan and any other contingency arrangements to meet the Council's requirements, and in any event the Contractor shall review the plans as a minimum every six months.
<b>14</b>		<b>ENVIRONMENTAL REQUIREMENTS</b>
	<b>14.1</b>	The Contractor shall perform the Contract in accordance with the Council's environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.
<b>15</b>		<b>CONTRACT PRICE AND PAYMENT</b>
	<b>15.1</b>	<b>Contract Price</b>
	<b>15.1.1</b>	In consideration of the Contractor's performance of its obligations under the Contract, the Council shall pay the Contract Price in accordance with the Pricing Schedule at Schedule 2.
	<b>15.1.2</b>	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 Services supplied in accordance with the Contract.
	<b>15.1.3</b>	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.
	<b>15.2</b>	<b>Price Review [CHECK WHAT CLIENT/PROCUREMENT WANT]</b>
	<b>15.2.1</b>	The prices quoted in the Pricing Schedule at Schedule 2 detailing the rates for the supply of the Services shall not be revised for a period of at least 12 months from the Commencement Date but may be varied thereafter, with the agreement of both Parties.
	<b>15.2.2</b>	The Council will not discuss any price proposal submitted by the Contractor without the Contractor also submitting supporting evidence or reason for the price proposal and transparent calculations as to how the proposed revised price has been reached.

	<b>15.2.3</b>	Should a price proposal be acceptable to the Council then it may not be implemented by the Contractor for at least 28 days after agreement by both Parties unless it is implemented on an implementation date agreed by both Parties.
	<b>15.2.4</b>	Any agreed price variation shall be valid for a period of 12 months.
	<b>15.2.5</b>	Any price reduction shall have an immediate effect and must be notified to the Council within 48 hours of it being known to the Contractor.
	<b>15.2.6</b>	The Contractor will endeavour to keep pricing competitive throughout the life of the Contract.
	<b>15.3</b>	<b>Payment</b>
	<b>15.3.1</b>	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 and correct invoice.
	<b>15.3.2</b>	Invoices must legibly state: <ul style="list-style-type: none"> <li>i) the full name and address of the Council and the official order number;</li> <li>ii) the address of the Premises where the Services were delivered (if relevant);</li> <li>iii) a full and proper description of the Services delivered at the price set out in the Pricing Schedule; and</li> <li>iv) any such other requirements as set out in the Specification.</li> </ul>
	<b>15.3.3</b>	All payments shall be made in sterling unless otherwise agreed by the Parties.
	<b>15.3.4</b>	If the Council intends to withhold all or any part of a payment it must not later than 5 (five) 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.
<b>16</b>		<b>RECOVERY OF SUMS DUE</b>
	<b>16.1</b>	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.

	<b>16.2</b>	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.
	<b>16.3</b>	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.
<b>17</b>		<b>SUPPLY OF SERVICES</b>
	<b>17.1</b>	The Contractor shall supply the Services in accordance with Good Industry Practice and all applicable Law, orders, regulations or other similar instruments and the Council's requirements in the Contract, the Specification, any obligations implied by 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).
	<b>17.2</b>	The Contractor acknowledges that the Council relies on the skill and judgment of the Contractor in the supply of the Services and the performance of its obligations under the Contract.
	<b>17.3</b>	The Contractor shall deliver the Services at the time(s), date(s) and to the Premises as specified and strictly in accordance with the Specification at all times.
	<b>17.4</b>	The Contractor shall not deliver any Services without the Council's prior request and approval.
	<b>17.5</b>	If the Contractor fails to deliver the Services within the time specified by the Council, the Council may release itself from any obligation to accept and pay for the Services and/or terminate the Contract, in either case without prejudice to any other rights and remedies of the Council.
	<b>17.6</b>	The Contractor shall be responsible for obtaining all licences, authorisations, consents or permits required in relation to the performance of the Services.
<b>18</b>		<b>CONTRACTOR'S EMPLOYEES</b>
	<b>18.1</b>	The Contractor warrants and represents that all its Employees assigned to the performance of the Services shall be entitled to work in the UK, suitably qualified, trained and experienced to provide the Services in accordance with the requirements of the

		Specification and shall be made fully aware of the Contractor's obligations under the Contract as it affects them in the performance of the Services.
	<b>18.2</b>	The Employees engaged in the provision of the Services shall obey all reasonable instructions given to them by the Council in any matter relating to health and safety.
	<b>18.3</b>	The Contractor shall employ sufficient persons to ensure the Services are provided at all times and in all respects in accordance with the Contract.
	<b>18.4</b>	All Employees of the Contractor shall at all times be properly dressed in clothing suitable for the performance of the Services which ensures compliance with health and safety regulations.
	<b>18.5</b>	The Contractor's Employees shall not act in a manner likely to bring discredit to the Council.
	<b>18.6</b>	The Contractor shall ensure all Employees deployed on work relating to the Contract are properly managed and sufficiently instructed and supervised with regard to the provision of the Services.
	<b>18.7</b>	The Contractor shall give, and ensure that its Employees give, all reasonable assistance to the Council in the investigation of complaints, disciplinary matters, claims for damages, and similar matters.
	<b>18.8</b>	Where apprentices are employed by the Contractor, they must be properly supervised. All work carried out by apprentices must be quality checked by an experienced and qualified employee on completion of the work. Under no circumstances shall apprentices carry out work unsupervised.
	<b>18.9</b>	The Contractor shall provide a means of identification to its Employees in a form approved by the Council.
	<b>18.10</b>	The Contractor shall require its Employees to wear and keep visible such identification at all times whilst providing the Services and make it available for inspection on request by any employee of the Council.
<b>19</b>		<b>CONTRACTOR'S EQUIPMENT</b>
	<b>19.1</b>	The Contractor shall provide all Equipment necessary for the provision of the Contract.
	<b>19.2</b>	The Contractor shall maintain in a safe and clean condition all Equipment used in the course of the Contract.



	<b>19.3</b>	All Equipment belonging to the Contractor which is brought onto the Council's Premises shall be at the Contractor's risk.
	<b>19.4</b>	On completion of the Contract, the Contractor shall remove the Equipment together with any unused materials and clear away all rubbish arising out of the Contract, making good any damage caused by the removal of the Equipment and leave the area where the Contract has been performed in a neat and tidy condition.
	<b>19.5</b>	All Equipment and materials used in the performance of the Contract shall comply with the latest relevant British or European Standard where such exists and the Contractor shall upon request furnish the Council's Contracting Officer with evidence that the Equipment and materials comply with this condition.
	<b>19.6</b>	In the event of any loss of the Contractor's property held on the Premises for the purpose of the Contract, due to whatever cause, the Contractor shall replace such property as soon as reasonably possible and shall, notwithstanding such loss, make all reasonable efforts to fulfil its obligations hereunder.
	<b>19.7</b>	The Council reserves the right to inspect the Contractor's Equipment during the Term.
<b>20</b>		<b>USE OF COUNCIL'S PREMISES</b>
	<b>20.1</b>	In connection with the performance of the Contract, the Contractor shall be entitled to access the Site at times agreed between the Council and the Contractor.
	<b>20.2</b>	The Contractor shall ensure that its Employees do not do any act or thing at the Site other than for the proper performance of the Services and as may be permitted by the Council.
	<b>20.3</b>	Access to the Site, Premises, facilities or storage shall comply with the Council's reasonable requirements and shall be entirely at the Contractor's risk.
	<b>20.4</b>	The Contractor shall keep any resources agreed under this clause clean, tidy and properly secured as appropriate and shall use and care for them in an appropriate manner.
	<b>20.5</b>	The Contractor shall ensure that access to the Site is restricted to its Employees and essential visitors engaged upon or in connection with the provision of the Services.

	<b>20.6</b>	The Contractor shall comply with all reasonable security requirements relating to the Site and shall ensure that all its Employees, agents and sub-contractors shall likewise comply with such requirements.
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<b>21</b>		<b>CONTRACT MANAGEMENT</b>
	<b>21.1</b>	The Contractor in working with the Council shall meet the Key Performance Indicators (KPIs) set out in the Specification to demonstrate acceptable performance of the Services. These KPIs will be addressed at contract review meetings and failure to meet the KPIs may be actioned in accordance with clause 29. KPIs may be reviewed throughout the course of the Contract.
	<b>21.2</b>	The management information to be covered at contract review meetings is detailed in the Specification but may be subject to change over the period of the Contract.
	<b>21.3</b>	The Contractor shall have effective management information systems in place to provide such information at the request of the Council.
	<b>21.4</b>	Contract review meetings will be held at the Council's offices and any costs incurred by the Contractor in attending these meetings shall 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.
	<b>21.5</b>	The Council may inspect the supply of the Services at any reasonable time.
<b>22</b>		<b>DISCRIMINATION</b>
	<b>22.1</b>	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.
	<b>22.2</b>	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.

	<b>22.3</b>	The Contractor shall take all reasonable steps to secure the observance of this clause by all Employees employed in the performance of the Contract.
	<b>22.4</b>	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, or of an adverse finding in any formal investigations by the Equality and Human Rights Commission, the Contractor shall inform the Council of this finding and shall take appropriate steps to prevent repetition of the unlawful discrimination.
	<b>22.5</b>	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 22.1 where such breach arises in the performance of its obligations under this Contract.
	<b>22.6</b>	The Contractor may be required to answer questions raised by the Council on matters referred to in this clause.
<b>23</b>		<b>THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999</b>
	<b>23.1</b>	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 them.
<b>24</b>		<b>DATA PROTECTION</b>
		<b>Definitions</b>  For the purposes of this clause, the following terms shall have the following meanings:
		<b>Data Protection Legislation:</b> 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;
		<b>Data Protection Impact Assessment:</b> an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;

	<p><b>Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer</b> have the meaning given in the Data Protection Legislation;</p>
	<p><b>Data Loss Event:</b> any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;</p>
	<p><b>Data Subject Access Request:</b> a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;</p>
	<p><b>DPA 2018:</b> Data Protection Act 2018;</p>
	<p><b>EU GDPR:</b> the General Data Protection Regulation (Regulation (EU) 2016/679);</p>
	<p><b>Processor Personnel</b> means all directors, officers, Employees, agents, consultants and contractors of the Processors and/or of any Sub-Processor engaged in the performance of its obligations under this Contract;</p>
	<p><b>Protective Measures:</b> appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of 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 measures adopted by it;</p>
	<p><b>Sub-processor:</b> any third party appointed to process Personal Data on behalf of that Processor related to this Contract;</p>
	<p><b>UK GDPR:</b> has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.</p>
24.1	<p>Where relevant to the provision of the Services, the Parties acknowledge that for the purposes of the Data Protection Legislation, the Council is the Controller and the Contractor is the Processor. The only processing that the Processor is authorised to do is listed in Schedule 3 by the Controller and may not be determined by the Processor.</p>

<b>24.2</b>	The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation
<b>24.3</b>	The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include
<b>24.3.1</b>	a systematic description of the envisaged processing operations and the purpose of the processing;
<b>24.3.2</b>	an assessment of the necessity and proportionality of the processing operations in relation to the Services;
<b>24.3.3</b>	an assessment of the risks to the rights and freedoms of Data Subjects; and;
<b>24.3.4</b>	the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data
<b>24.4</b>	The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Contract:
<b>24.4.1</b>	process that Personal Data only in accordance with Schedule 3 unless the Processor is required to do otherwise by Law. If it is so required, the Processor shall promptly notify the Controller before processing the Personal Data;
<b>24.4.2</b>	ensure that it has in place Protective Measures, which have been reviewed and approved by the Controller as appropriate to protect against a Data Loss Event having taken account of the: <ul style="list-style-type: none"> <li>(I) nature of the data be protected;</li> <li>(II) harm that might result from a Data Loss Event;</li> <li>(III) state of technological development; and</li> <li>(IV) cost of implementing any measures;</li> </ul>
<b>24.4.3</b>	ensure that: <ul style="list-style-type: none"> <li>(i) the Processor Personnel do not process Personal Data except in accordance with this Contract (and in particular Appendix 3);</li> <li>(ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:</li> </ul>

		<p>(A) are aware of and comply with the Processor’s duties under this clause;</p> <p>(B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;</p> <p>(C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by this Contract; and</p> <p>(D) have undergone adequate training in the use, care, protection and handling of Personal Data; and</p>
	<b>24.4.4</b>	<p>not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:</p> <p>(I) the Processor has provided appropriate safeguards in relation to the transfer (in accordance with GDPR Article 46) as determined by the Controller;</p> <p>(II) the Data Subject has enforceable rights and effective legal remedies;</p> <p>(III) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and</p> <p>(IV) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;</p>
	<b>24.4.5</b>	<p>at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by law to retain the Personal Data.</p>

<p><b>24.5</b></p>	<p>Subject to clause 24.6, the Processor shall notify the Controller immediately if it:</p> <ul style="list-style-type: none"> <li>(a) receives a Data Subject Access Request;</li> <li>(b) receives a request to rectify, block or erase any Personal Data;</li> <li>(c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;</li> <li>(d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;</li> <li>(e) receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or</li> <li>(f) becomes aware of a Data Loss Event.</li> </ul>
<p><b>24.6</b></p>	<p>The Processor's obligation to notify under clause 24.5 shall include the provision of further information to the Controller in phases, as details become available.</p>
<p><b>24.7</b></p>	<p>Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 24.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:</p> <ul style="list-style-type: none"> <li>a) the Controller with full details and copies of the complaint, communication or request;</li> <li>(b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;</li> <li>(c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;</li> <li>(d) assistance as requested by the Controller following any Data Loss Event;</li> </ul>

		(e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
	<b>24.8</b>	The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause.
	<b>24.9</b>	The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
	<b>24.10</b>	The Processor shall designate a data protection officer if required by the Data Protection Legislation.
	<b>24.11</b>	<p>Before allowing any Sub-processor to process any Personal Data related to this Contract, the Processor must:</p> <p>(a) notify the Controller in writing of the intended Sub-processor and processing;</p> <p>(b) obtain the written consent of the Controller;</p> <p>(c) enter into a written agreement with the Sub-processor which gives effect to the terms set out in this clause such that they apply to the Sub-processor; and</p> <p>(d) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.</p>
	<b>24.12</b>	The Processor shall remain fully liable for all acts or omissions of any Sub-processor.
	<b>24.13</b>	The Controller may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable Controller to Processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).
<b>25</b>		<b>CONFIDENTIAL INFORMATION</b>
	<b>25.1</b>	Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each Party shall:
	<b>25.1.1</b>	treat the other Party's Confidential Information as confidential and safeguard it accordingly; and;
	<b>25.1.2</b>	not disclose the other Party's Confidential Information to any other person without the owner's prior written consent.
	<b>25.2</b>	Clause 25.1 shall not apply to the extent that:



<b>25.2.1</b>	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);
<b>25.2.2</b>	such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
<b>25.2.3</b>	such information was obtained from a third party without obligation of confidentiality;
<b>25.2.4</b>	such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or
<b>25.2.5</b>	it is independently developed without access to the other Party's Confidential Information.
<b>25.3</b>	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.
<b>25.4</b>	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.
<b>25.5</b>	Nothing in this Contract shall prevent the Council from disclosing the Contractor's Confidential Information:
<b>25.5.1</b>	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;
<b>25.5.2</b>	to any consultant, contractor or other person engaged by the Council or any government department;
<b>25.5.3</b>	for the purpose of the examination and certification of the Council's accounts;
<b>25.5.4</b>	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.

	<b>25.6</b>	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 25 is made aware of the Council's obligations of confidentiality.
	<b>25.7</b>	Nothing in this clause 25 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.
<b>26</b>		<b>FREEDOM OF INFORMATION</b>
	<b>26.1</b>	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.
	<b>26.2</b>	<p>The Contractor shall and shall procure that its sub-contractors shall:</p> <ul style="list-style-type: none"> <li>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;</li> <li>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</li> <li>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.</li> </ul>
	<b>26.3</b>	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.
	<b>26.4</b>	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.
	<b>26.5</b>	The Contractor acknowledges that (notwithstanding the provisions of clause 26.2) 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

	<p>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> <p>a) in certain circumstances without consulting the Contractor where required to disclose the information by Law or pursuant to a lawful authority; or</p> <p>b) following consultation with the Contractor and having taken their views into account;</p> <p>provided always that where 26.3 applies the Council shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Contractor advance notice, or failing that, to draw the disclosure to the Contractor’s attention after any such disclosure.</p>
	<p><b>26.6</b> 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.</p>
<b>27</b>	<b>RECORDS AND AUDIT ACCESS</b>
	<p><b>27.1</b> 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 under it.</p>
	<p><b>27.2</b> The Contractor shall keep the records and accounts referred to in clause 27.1 above in accordance with good accountancy practice.</p>
	<p><b>27.3</b> The Contractor shall on request afford the Council, the Council's representatives and/or its auditors access to such records and accounts as may be required by the Contractor from time to time.</p>
	<p><b>27.4</b> 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/or its auditors.</p>
	<p><b>27.5</b> 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 save insofar as the Contractor accepts and acknowledges that control over the conduct of audits carried out is outside of the control of the Council.</p>

	<b>27.6</b>	Subject to the Council's rights of Confidential Information, the Contractor shall on demand provide the Council's auditors with all reasonable co-operation and assistance in relation to each audit, including:-
	<b>27.6.1</b>	all information requested by the Council within the scope of the audit;
	<b>27.6.2</b>	reasonable access to sites controlled by the Contractor and to Equipment used in the provision of the Services; and
	<b>27.6.3</b>	reasonable access to Employees.
	<b>27.7</b>	The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause 27, 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.
<b>28</b>		<b>ASSIGNMENT AND SUB-CONTRACTING</b>
	<b>28.1</b>	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.
	<b>28.2</b>	The Contractor shall be responsible for the acts and omissions of its sub-contractors as though they are its own.
	<b>28.3</b>	Where the Council has consented to the placing of sub-contracts, the Contractor shall:
	<b>28.3.1</b>	ensure that a provision is included in such 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 thirty days from the receipt of a valid claim.
	<b>28.3.2</b>	at the request of the Council, send copies of each sub-contract to the Council as soon as reasonably practicable.
	<b>28.4</b>	The Council may assign, novate or otherwise dispose of its rights and obligations under the Contract, including to any statutory successor, provided that any such assignment, novation or other disposal shall not increase the burden of the Contractor's obligations under the Contract.
	<b>28.5</b>	The Council may disclose to any transferee any Confidential Information of the Contractor which relates to the performance of the Contractor's obligations under the Contract. In such circumstances the Council shall authorise the transferee to use such Confidential Information only for purposes relating to the performance of the transferee's

		obligations under the Contract and for no other purposes and shall take all reasonable steps to ensure that the transferee gives a confidentiality undertaking in relation to such Confidential Information.
<b>29</b>		<b>REMEDIES IN THE EVENT OF INADEQUATE PERFORMANCE</b>
	<b>29.1</b>	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 32, do any of the following:
	<b>29.1.1</b>	without terminating the Contract, itself supply or procure the supply of all or part of the 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 Services in accordance with the Contract;
	<b>29.1.2</b>	without terminating the whole of the Contract, terminate the Contract in respect of part of the 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 Services;
	<b>29.1.3</b>	terminate, in accordance with clause 32 the whole of the Contract; and/or
	<b>29.1.4</b>	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 Services by the Council or a third party and provided that the Council uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement Services.
	<b>29.2</b>	If the Contractor fails to supply any of the 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.
	<b>29.3</b>	In the event that the Contractor:
		(a) fails to comply with clause 29.2 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 29.2 above;

		then the Council may terminate the Contract with immediate effect by giving the Contractor Notice.
	<b>29.4</b>	Without prejudice to any other right or remedy which the Council may have, if any 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 Services have been accepted by the Council:-
		<ul style="list-style-type: none"> <li>(a) to rescind the Contract;</li> <li>(b) at the Council's option to give the Contractor the opportunity at the Contractor's expense to either remedy any defect in the Services or to supply replacement Services;</li> <li>(c) to refuse to accept any further delivery of the Services but without any liability to the Council; and</li> <li>(d) to claim such damages as may have been sustained in consequence of the Contractor's breach or breaches of the Contract.</li> </ul>
<b>30</b>		<b>DISRUPTION</b>
	<b>30.1</b>	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.
	<b>30.2</b>	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 Services in accordance with its obligations under the Contract.
	<b>30.3</b>	If the Contractor's proposals referred to in clause 30.2 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.
	<b>30.4</b>	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.
<b>31</b>		<b>FORCE MAJEURE</b>
	<b>31.1</b>	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.
	<b>31.2</b>	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.
	<b>31.3</b>	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 31.1 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.
<b>32</b>		<b>TERMINATION</b>
	<b>32.1</b>	This Contract shall terminate:
	<b>32.1.1</b>	On the expiry of the Term;
	<b>32.1.2</b>	Immediately if either Party commits a fundamental breach of the Contract, 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.
	<b>32.2</b>	The Council may by notice in writing to the Contractor terminate this Contract as from the date of service of such notice if:
	<b>32.2.1</b>	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
	<b>32.2.2</b>	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

<b>32.2.3</b>	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
<b>32.2.4</b>	the Contractor becomes the subject of a voluntary arrangement under s1 of the Insolvency Act 1986; or
<b>32.2.5</b>	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
<b>32.2.6</b>	the Contractor has a petition presented to any court for its winding up or for an administration order; or
<b>32.2.7</b>	the Contractor is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
<b>32.2.8</b>	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.
<b>32.3</b>	The Council may only exercise its right under clause 32.2.3 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.
<b>32.4</b>	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:
<b>32.4.1</b>	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
<b>32.4.2</b>	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.
<b>32.5</b>	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.



	<b>32.6</b>	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 his control.
<b>33</b>		<b>CONSEQUENCES OF EXPIRY OR TERMINATION</b>
	<b>33.1</b>	Where the Council terminates the Contract under clause 32.4 and then makes other arrangements for the supply of the 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.
	<b>33.2</b>	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
	<b>33.3</b>	On the termination of the Contract for any reason, the Contractor shall:
	<b>33.3.1</b>	immediately deliver to the Council all property that may have been provided to the Contractor by the Council;
	<b>33.3.2</b>	assist and co-operate with the Council to ensure an orderly transition of the provision of the Contract to the replacement Contractor and /or the completion of any work in progress.
<b>34</b>		<b>LIABILITIES AND INDEMNITIES</b>
	<b>34.1</b>	Nothing in this clause attempts to limit or exclude either Party's liability for:
	<b>34.1.1</b>	Death or personal injury cause by its negligence;
	<b>34.1.2</b>	Fraud or fraudulent misrepresentation by it or its Employees;
	<b>34.1.3</b>	Breach of any obligations as to title implied by Section 2 of the Supply of Goods and Services Act 1982
	<b>34.2</b>	Subject to clause 34.1, 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.
<b>34.3</b>		Subject to clause 34.1 and 34.2 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.
<b>34.4</b>		Clause 34.3 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 staff.
<b>34.5</b>		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 34.6, any indirect, special or consequential loss or damage
<b>34.6</b>		In accordance with clause 34.3, 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 any way limiting other categories of loss, damage, cost or expense which may be recoverable by the Council) be recoverable by the Council: (a) any additional operational and/or administrative costs and expenses arising from any 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.
<b>35</b>		<b>INSURANCE</b>

<b>35.1</b>	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:
<b>35.1.1</b>	a valid policy or policies of public liability insurance with a minimum level of indemnity of £5 million for any one claim.
<b>35.1.2</b>	a valid policy or policies or 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.
<b>35.1.3</b>	a valid policy or policies of professional indemnity insurance with a minimum level of indemnity of £1 million. Cover shall remain in place following the termination of the Contract for a period of at least seven years.
<b>35.2</b>	Details of the above policies together with evidence that the policies are currently in force must be produced to the Council on demand.
<b>35.3</b>	The terms of any insurance or the amount of cover shall not relieve the Contractor of any liabilities arising under the Contract.
<b>35.4</b>	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.
<b>36</b>	<b>VARIATIONS TO THE CONTRACT</b>
<b>36.1</b>	The Council may propose a variation to the Contract by serving the Contractor with written notice of the proposal to vary the Contract.
<b>36.2</b>	The notice of variation will contain sufficient detail to allow the Contractor to consider whether any changes to the Pricing Schedule are necessary.
<b>36.3</b>	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.

	<b>36.4</b>	Where the Contractor can demonstrate that a variation would result in a change to the prices 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.
	<b>36.5</b>	The Council may require the Contractor to meet and discuss any proposed changes to the Pricing Schedule that would result from a variation.
	<b>36.6</b>	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.
	<b>36.7</b>	In the event that the Council and the Contractor cannot agree to the changes to the prices set out in the Pricing Schedule, the matter shall be dealt with under clause 38.
	<b>36.8</b>	The Parties may agree to vary the Contract at any time by mutual written consent.
<b>37</b>		<b>WAIVER</b>
	<b>37.1</b>	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.
<b>38</b>		<b>DISPUTE RESOLUTION</b>
	<b>38.1</b>	In the event that any disagreement or difference of opinion arises out of this Contract the matter shall be dealt with as follows:
	<b>38.1.1</b>	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.
	<b>38.1.2</b>	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:
		(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

		<p>dispute to enable them to give a decision as to what course of action in their 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>
	<b>38.1.3</b>	<p>Alternatively, either Party may refer the matter for decision to arbitration whereupon the Parties shall comply with the following provisions:</p> <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>
<b>39</b>		<b>SEVERANCE</b>
	<b>39.1</b>	<p>If any part 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.</p>
<b>40</b>		<b>PUBLICITY</b>
	<b>40.1</b>	<p>The Contractor shall seek written approval from the Council prior to the publication of any publicity where the provision of the Services to the Council is acknowledged.</p>
<b>41</b>		<b>HEALTH AND SAFETY</b>
	<b>41.1</b>	<p>The Contractor shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and all other acts, orders, regulations and codes of practice relating to health and safety, including those provisions set out in the Specification, which apply to the performance of the Services.</p>
	<b>41.2</b>	<p>The Contractor shall promptly notify the Council of any health and safety hazards or any incident which causes personal injury or damage which may arise in connection with the performance of the Services. The Contractor shall draw these hazards to the attention of its Employees and sub-contractors or any persons engaged by the Contractor in the performance of the Services and shall instruct such persons in connection with any associated safety measures.</p>

	<b>41.3</b>	The Contractor shall notify the Council immediately in the event of any incident occurring in the performance of the Contract where that incident causes any personal injury or damage to property which could give rise to personal injury.
	<b>41.4</b>	The Contractor shall ensure that its health and safety policy statement is made available to the Council on reasonable request.
	<b>41.5</b>	The Council may at its sole discretion suspend the provision of the Services or part thereof in the event of non-compliance by the Contractor with its legal duties in health and safety matters. The Contractor shall not resume provision of the Services or such part as remains until the Council is satisfied that the non-compliance has been rectified.
<b>42</b>		<b>CHANGE IN LAW</b>
	<b>42.1</b>	The Contractor shall neither be relieved of its responsibility to perform its obligations under the Contract nor be entitled to an increase in the Contract Price as a result of a change in law if the change and its effect are known at the Commencement Date of the Contract.
	<b>42.2</b>	If a change in law occurs or is shortly to occur, the Contractor shall notify the Council to express an opinion of the likely effects of the change including:
	<b>42.2.1</b>	Whether any change is required to the Services, Contract Price or this Contract;
	<b>42.2.2</b>	Whether the Contractor requires any relief from compliance with its obligations.
	<b>42.3</b>	If the Parties to this Contract agree upon the effects of the change in law and any financial consequences, such agreement shall be implemented through the variation provisions of clause 36. In the event of dispute, the matter shall be referred for resolution under clause 38.
<b>43</b>		<b>TUPE</b>
	<b>43.1</b>	At any time during the last twelve months of the Contract, the Contractor shall provide to the Council within 20 Working Days of a written request such information as the Council may reasonably require in respect of TUPE.
	<b>43.2</b>	The Contractor shall comply with its obligations under clause 25 in relation to any information supplied under clause 43.1.
	<b>43.3</b>	The Contractor shall permit the Council to use the information for the purposes of TUPE and re-tendering.

<b>43.4</b>	If TUPE applies on termination of this Contract then:
<b>43.4.1</b>	the Contractor agrees to indemnify the Council fully and to hold it harmless at all times from and against all actions, proceedings, claims, expenses, awards, costs and all other liabilities whatsoever in any way connected with or arising from or relating to the provision of the information under clause 43.1.
<b>43.4.2</b>	the Contractor agrees to indemnify the Council from and against all actions, proceedings, claims, expenses, awards, costs and all other liabilities in connection with, or as a result of, any claim or demand by any Employees or other employee or person claiming to be an employee of the Contractor on any date upon which the Contract expires or is terminated and/or transferred to any third party (Relevant Transfer Date) arising out of their employment or its termination whether such claim or claims arise before or after the Relevant Transfer Date.
<b>43.5</b>	In the event that the information provided by the Contractor in accordance with clause 43.1 becomes inaccurate, whether due to changes to the employment and personnel details of the affected Employees made subsequent to the original provision of such information or by reason of the Contractor becoming aware that the information originally given was inaccurate, the Contractor shall notify the Council of the inaccuracies and provide the amended information within 10 Working Days.
<b>43.6</b>	The provisions of this clause shall apply during the Term of this Contract and indefinitely after its termination.
<b>44</b>	<b>INTELLECTUAL PROPERTY RIGHTS</b>
<b>44.1</b>	The Contractor shall not cause or permit anything that may change or endanger the Intellectual Property Rights of the Council or the Council's title to it or assist or allow others to do so.
<b>44.2</b>	The Council shall retain ownership and all Intellectual Property Rights in any specifications, instructions, plans, data, drawing, databases, or other material made available to the Contractor in connection with this Contract.
<b>44.3</b>	Except where disclosure is necessary for the performance of this Contract, the Contractor shall ensure that neither it nor any of its Employees, servants, agents, suppliers or sub-contractors use or disclose any of the Council's Intellectual Property Rights or other information obtained in the course of performing this Contract without the Council's prior written approval.

	<b>44.4</b>	The Contractor shall obtain approval before using any material which is or may be subject to any third party Intellectual Property Rights.
	<b>44.5</b>	The Product of the Services and all rights (including copyright) in it shall vest in the Council who may effect and be responsible for the registration and other protection of the Product of the Services as it thinks fit.
	<b>44.6</b>	The Contractor will indemnify the council against any claim for alleged infringement of any third party Intellectual Property Rights.
	<b>44.7</b>	The Contractor shall not use the logo of the Council or any representation thereof nor cause it to be used other than in accordance with the written consent of the Council.
<b>45</b>		<b>WHISTLEBLOWING</b>
	<b>45.1</b>	The Contractor shall be aware of and adhere to the principles set out in the Council's whistleblowing policy in reporting concerns which arise during the Contract and shall ensure that its agents and sub-contractors to do the same. The Council's whistleblowing policy can be accessed on the Council's website at <a href="http://www.dorsetcouncil.gov.uk">www.dorsetcouncil.gov.uk</a>
<b>46</b>		<b>DISCLOSURE AND BARRING SERVICE (DBS) CHECKS</b>
	<b>46.1</b>	The Contractor shall comply with the requirements of this clause if the provision of the Services requires the Employees of the Contractor to have access to Personal Data (within the meaning of the Data Protection Legislation defined under clause 24) held on the ICT systems of the Council.
	<b>46.2</b>	The Contractor shall comply with all relevant Law and government guidance for safeguarding children and vulnerable adults in providing the Services. This shall include, but shall not be limited to, the Protection of Freedoms Act 2012, the Safeguarding Vulnerable Groups Act 2006, the Rehabilitation of Offenders Act 1974 and all subsequent Law, legislative amendments, sub-ordinate law, changes to government guidance and any additional government guidance that may be issued from time to time.
	<b>46.3</b>	The Council's DBS policies are available on request and may be subject to change to conform to changes in Law, government guidance or the Council's policy.
	<b>46.4</b>	If the Contractor's Employees are required to provide services to settings for children or vulnerable adults, the Council's Code of Conduct – Contractors Working in Settings



	<p>for Children or Vulnerable Groups at Appendix 4 shall be issued by the Contractor to all Employees engaged in the provision of the Services. The issue of the Code of Conduct to the Contractor's Employees shall be recorded by the Contractor with confirmation provided to the Council on request. The Council may require any of the Contractor's Employees deployed on the provision of the Services to be withdrawn and an acceptable person substituted in the event of the Contractor's Employees failing to comply with the Code of Conduct.</p>
<b>46.5</b>	<p>The Contractor shall be responsible for determining whether DBS checks are required for its Employees and for obtaining such checks in accordance with its DBS checking policy and procedures. The Contractor shall meet all costs in respect of the same.</p>
<b>46.6</b>	<p>The Contractor shall provide the Council with evidence of its compliance with clauses 46.2 and 46.4 above by way of a DBS Check Summary recording details of DBS checks and recorded risk assessments undertaken on any conviction or other relevant information disclosed. These records shall be made available for inspection by the Council in the format set out in Appendix 5 at any time on request and as part of contract compliance monitoring.</p>
<b>46.7</b>	<p>If a conviction or other relevant information is disclosed, a risk assessment shall be conducted by the Contractor to determine suitability to provide the Services. The assessment shall be undertaken and recorded in accordance with the process and format set out in Appendix 6 and shall take account of the Council's policy on the employment of ex-offenders.</p>
<b>46.8</b>	<p>The Contractor shall ensure that checks and assessment of suitability are undertaken before its Employees provide the Services. The Contractor shall ensure that its Employees who are subject to DBS checking are required to declare all convictions received during the course of their deployment to work on the Services and that where a declaration is made, a further assessment of suitability is undertaken and recorded in the DBS Checks Summary referred to at clause 46.6 above.</p>
<b>46.9</b>	<p>The Council reserves the right, acting reasonably, to conduct additional DBS checks on Employees deployed on the Services, where deemed necessary, at the Contractor's cost. The Council shall provide an explanation for such action.</p>

<b>46.10</b>	The Contractor shall ensure that Employees who are deployed to provide the Services and who are subject to DBS checking are in possession of a letter/ID badge from the Contractor confirming clearance for presentation on request from the manager of the site where the Services are delivered.
<b>46.11</b>	The Council may require any of the Contractor's Employees deployed on the provision of the Services to be withdrawn and an acceptable person substituted in the event of:
<b>46.11.1</b>	the Contractor failing to comply with its obligations under this clause; or
<b>46.11.2</b>	the Contractor's Employees refusing to complete a disclosure statement/application; or
<b>46.11.3</b>	the disclosure at any stage of information that in the reasonable opinion of the Council renders the Contractor's Employees unsuitable for the provision of the Services  and any such decision shall be taken in accordance with the Council's policy on the employment of ex-offenders.
<b>46.12</b>	The Council shall under no circumstances be liable either to the Contractor or the Contractor's Employees in respect of any award, cost, expenses, liability, loss or damage occasioned by withdrawal of the Employees from the provision of the Services in accordance with this clause and the Contractor shall fully indemnify the Council in respect of any such claims made.
<b>46.13</b>	The Council reserve the right to monitor the suitability of the Contractor's Employees to provide the Services.
<b>46.14</b>	The Council shall closely monitor the Contractor's compliance with this clause to ensure that the Contractor fully adheres to the law and procedures referred to, and the Contractor shall fully co-operate with the Council, at its own expense, to enable the Council to carry out such monitoring requirements.
<b>46.15</b>	The Contractor shall be responsible for meeting any reasonable costs arising from changes in Law, government guidance or the Council's policy relating to the carrying out of DBS checks.
<b>47</b>	<b>MODERN SLAVERY</b>

<b>47.1</b>		The Contractor warrants and undertakes that in performing its obligations under the terms of this Contract, it will:
<b>47.1.1</b>		comply with the Modern Slavery Act 2015; and
<b>47.1.2</b>		not engage in any activity, practice or conduct that would constitute an offence under the Modern Slavery Act 2015; and
<b>47.1.3</b>		include in its subcontracting arrangements provisions that are at least as onerous as those set out in this clause.
<b>47.2</b>		The Contractor warrants that neither it nor any of its officers, Employees, agents or sub-contractors has:
<b>47.2.1</b>		committed an offence under the Modern Slavery Act 2015 ('a MSA Offence'); or
<b>47.2.2</b>		been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
<b>47.2.3</b>		is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA offence or prosecution under the Modern Slavery Act 2015.
<b>48</b>		<b>COUNTERPARTS</b>
<b>48.1</b>		This Contract may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute one Contract.
<b>49</b>		<b>LAW AND JURISDICTION</b>
<b>49.1</b>		This Contract shall be governed by and constructed in accordance with English law and each Party agrees to submit to the exclusive jurisdiction of the English courts.
<b>50</b>		<b>ENTIRE AGREEMENT</b>
<b>50.1</b>		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

<b>50.2</b>	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.
<b>50.3</b>	Nothing in clauses 50.1 and 50.2 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 **[CONTRACTOR]** acting by a Director or by a Director and its Secretary:

Director .....

Secretary/Director .....

Witness:

Witness Signature .....

Print Name .....

Address .....

Occupation .....

*This document must be executed as a Deed.*

*If you are signing as a company, you should check with your governing document (Articles of Association) to ensure you comply with the requirements for your company. Most commonly a Deed can be signed by a Director and a Secretary or two Directors. If one Director only is signing this document you will need an independent person to witness their signature and complete the 'Witness' details.*

# Schedule 1 Specification (including KPIs)



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## Dorset UK Shared Prosperity Fund – Local Business Support

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Dorset Council

Contents

### Introduction

Dorset Council has been allocated £6 million UK Shared Prosperity Fund (UKSPF). An additional £2 million has been allocated to the Dorset Rural England Prosperity Fund, which will be delivered through UKSPF. Delivery of the UKSPF runs until March 2025. How this funding is to be allocated, including allocations against the various Investment Priorities and Interventions is detailed in the Dorset UKSPF Investment Plan.

This project will procure the non-financial business support component of the fund, Part of SPF interventions E18,20, 24, and 28, and complementary additional funding from REPF, and deliver proportionally against the relevant Outputs and Outcomes.

This specification outlines the requirements for delivery of a time-limited business support service and how it complements other SPF-funded actions and wider government and private sector financial and non-financial business support.

This will be achieved by providing business growth diagnostics, information, guidance, and advice. In addition, the Supplier will provide independent appraisal of SPF business grant applications.

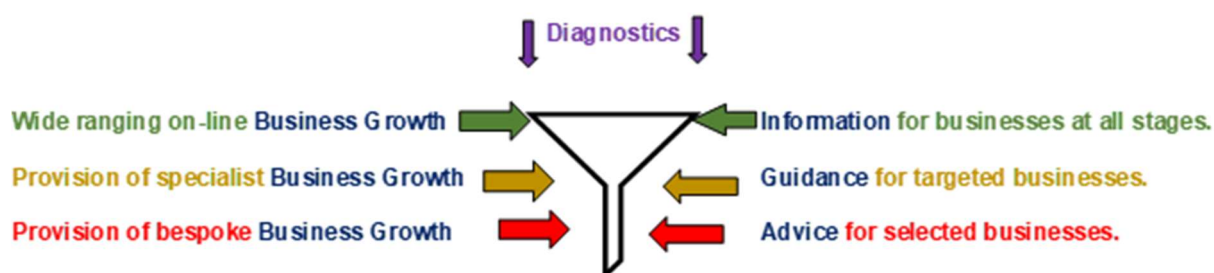
## 2. Scope of the Requirement

Dorset UKSPF Local Business Support is designed to complement - not compete - with other business support offers including HM Government Growth Hub funded provision to provide a simple, accessible service with no charges for Dorset businesses using the service. The provider is expected to cooperate with other providers of services where relevant, for example signposting to relevant events or services likely to be of interest to the target market both individually and more generally.

### Support for Business Growth

Under the UK SPF funding is currently available up until 31 March 2025 for the provision of Business Growth support. In designing the commissioning of the Business Growth provision for the Dorset Council area, a funnel type approach is used:

## Funnel Approach to Support for Business Growth



**Diagnostics:** Anyone seeking business support or advice can complete an interactive diagnostics assessment of their business, covering sector, maturity, finance etc. This portal will act as a filter, which will channel the business enquirer to the correct, or most relevant, part of the on-line platform for them. While businesses will be encouraged to use the online portal, an option to contact an adviser directly will also be available.

**Business Growth Information:** The first stage of engagement will usually be via an on-line platform, providing broad and wide-ranging information to support businesses of all ages wanting to grow. The information provision applies to all stages of business development from start-up to exit planning. There will need to be a mechanism for recording interventions and business interactions with the platform, and the data needed to complete government SPF reporting requirements.

**Business Growth Guidance:** The on-line platform will assist to filter and target enquires to focus on those businesses with growth potential. These businesses are then able to access additional Business Growth Guidance, through different types of delivery mechanisms. For example, Business Growth Guidance may be through specialist on-line and in-person workshops and networking sessions.

**Business Growth Advice:** The Business Growth Advice stage provides the most in-depth Business Growth support for businesses selected to have the highest growth potential. The Business Growth Advice stage provides bespoke advice for the businesses with the best growth opportunities for Dorset, and that can provide high skilled and well-paid jobs for local Dorset people. The Business Growth Advice support is to include in-person and 1-2-1 support. This type of support is at the tip of the funnel and is likely to be more costly to deliver.

## Business Growth Grant Scheme

### Context

Using funding from the UKSPF, Dorset Council provides a Business Growth Grant Scheme. This Scheme will be run by Dorset Council, with technical support and independent appraisal of applications being undertaken by the Contractor using DC-supplied scoring category guidelines. Following recommendations from the Contractor, the decisions on which businesses are allocated Business Growth Grants and the amount of those Business Growth Grants will rest with Dorset Council, as the provider of the Business Growth Grant Scheme.

## 3. Background

The Local Business section of the Dorset Shared Prosperity Fund (SPF) Investment Plan identified that:

- Dorset has a significant productivity gap.
- Less than 1% of Dorset businesses are large firms, which tend to be more productive and invest more in R&D.
- Earnings are below average and house prices are high with affordability issues for many young people and keyworkers.

- Improving productivity, sustainability, and accessibility are the key opportunities in Dorset.

To meet these challenges and opportunities, Dorset needs provision of Information, Guidance and Advice for Business Growth.

### **Priorities for Business Growth Support**

With a limited resources available, Dorset needs to ensure that it gets the best economic, social, and environmental benefits from its allocation of UK SPF money. The Local Business section of the Dorset Investment Plan identified that improving productivity, sustainability, and accessibility are the key opportunities in Dorset, which can be improved by:

- I. building on our biggest strengths in high-value advanced manufacturing and engineering, particularly in the aerospace, defence, and marine sectors. These are the most significant sectors that employ significant numbers in well-paying jobs.
- II. increasing the productivity of our less productive sectors, such as tourism, through extending the season, investment in automation and digital capabilities and capacity.
- III. enabling small businesses to start, stay, and grow in Dorset through business support and investment, particularly in automation, digital and low carbon investments.
- IV. investing in Dorset’s High Potential Growth opportunities in the agritech, aquaculture, and security industries. Some of these investment priorities complement People and Skills investment priorities.
- V. encouraging economically inactive working age people to either re-join the workforce or participate in the social economy.

Based on the above, the following priority sectors will be the target for specialist and bespoke Business Growth support:

- advanced manufacturing and engineering, including aerospace, defence, and marine
- agritech and aquaculture
- digital and cyber security
- environmental and low carbon

Bidders are strongly encouraged to familiarise themselves with the requirements of SPF delivery, available at gov.uk.

Bidders are also encouraged to familiarise themselves with evidence around effective business advice: While robust evidence is limited, it is recommended that bidders consider the findings of the What Works Centre for Local Economic Growth Evidence Review of Business Advice [Evidence topic: Business advice - What Works Growth](#) .

## **4. The Requirements**

### **1. Functional Requirements**

This section provides descriptions of the essential functions of the Dorset UK Shared Prosperity Fund – Local Business Support Contractor, structured to reflect the stages of the customer journey.

The requirements are organised into the following tasks:

Stage 0: Awareness raising

Stage 1: Diagnostics

Stage 2: Business Growth Information

Stage 3: Business Growth Guidance

Stage 4: Business Growth Advice

Stage X: Business Growth Grant Application Evaluation and technical support



#### Stage 0: Awareness raising:

The Contractor will raise awareness of and publicise Dorset UK Shared Prosperity Fund Local Business Support both directly with businesses and with organisations likely to have contact with businesses who could benefit from the service - especially those who can attract high-quality applicants - such as accountants, solicitors, and business groups such as the Federation of Small Businesses, Dorset Engineering and Manufacturing Cluster etc. No SPF Outputs or Outcomes are associated with this stage but it is an essential precursor to assure the quantity and quality of SPF Outputs and Outcomes.

#### Stage 1: Diagnostics:

The Contractor will provide:

(a) at a minimum, an online interactive diagnostic assessment of clients' businesses, covering sector, maturity, finance etc. the result of this diagnosis will direct the client to the most appropriate business support. In most cases this is likely to be a combination of information, guidance, and advice from Dorset UKSPF business support – as set out in stages 2,3 and 4 - and third-party support. The diagnostic tool can be a bespoke development, a white label product, an off-the-shelf-package, or any combination of the above provided it fulfils the need.

(b) The Contractor may also provide diagnostics via other routes including in-person, phone, or video call. Evidence suggests that while option (a) alone is cheaper, the addition of option (b) is likely to promote trust and a better relationship and understanding between the business support organisation and the client. The aim of the diagnostic is to ensure SPF funding is allocated cost-effectively, providing higher levels of support to those businesses with most growth potential. No SPF Outputs or Outcomes are associated with this stage but it is a precursor to assure the quantity and quality of SPF Outputs and Outcomes.

#### Stage 2: Business Growth Information:

The Contractor will make available to clients broad and wide-ranging information to support businesses of all ages wanting to grow. The information provision will cover all stages of business development from start-up to exit planning. The information given by the client in stage 1 will help signpost the client to the most relevant information available in stage 2. It is expected that the information will be wholly or mainly online. The information provision can be a bespoke offer, a white label product, an off-the-shelf-package, or any combination of the above provided it fulfils the need.

#### Stage 3: Business Growth Guidance:

The Contractor will make available to clients Business Growth Guidance – more specific, interactive, and tailored than Information (stage 2) - through different types of delivery mechanisms. Relevant services may include but are not limited to on-line and in-person workshops and networking events. A minimum service of an average of at least 3 online and 2 in-person events is required. No SPF Outputs or Outcomes are associated with this stage but it is designed to ensure businesses are offered a level of support proportionate to the likely impact on Dorset's economy and that support is delivered cost-effectively.

#### Stage 4: Business Growth Advice:

The Contractor will make available to clients Business Growth Advice where stage 1 diagnostics indicate a business has the potential to offer realistic growth opportunities for Dorset and has the potential to provide high skilled and well-paid jobs for local Dorset people, particularly in key or growth sectors.

The Business Growth Advice stage provides the most in-depth Business Growth support for businesses selected to have the highest growth potential. Relevant services may include but are not limited to in-person and online 1-2-1 support. This type of support is at the tip of the funnel and is likely to be significantly more costly to deliver than wider interventions. Some may be provided by general business support professionals but the use of experts in, for example, finance, law, tax, marketing, operations, or production may add more value.

The Dorset UKSPF model has no charges for clients. If the Contractor offers chargeable business support and associated services such as accountancy, finance, legal or import/export services these must not be promoted to clients within the UKSPF offer and nothing that suggests or implies a connection between UKSPF-funded services and other services should be offered.

Note: Dorset UKSPF Business Support has a model based on not charging clients. However, if diagnostics or other Dorset UKSPF business support shows that the Contractor's non-UKSPF funded services are likely

to be of benefit to a client, the Contractor *may* provide UKSPF funded independent advice to the client, including a recommendation to get more than one quote from similar or competing services. The Contractor may also inform the client of their own offer on the condition it is made crystal clear to the client that (a) this is not part of the UKSPF funded service but a commercial offer from the Contractor, (b) the offer of any “free” work under UKSPF funded business support is not dependent on the client taking up any proposal for chargeable work: Having the chargeable work undertaken by the Contractor, a competitor, or not at all will make no difference to eligibility for any fully-funded work under Dorset UKSPF Business Support, and (c) if the client wishes to proceed with chargeable work undertaken by the Contractor then from this point onward the Contractor is not offering independent UKSPF-funded Support, but providing a service in competition with other providers. This provision is designed for the convenience of the Clients, not as an opportunity for the Contractor to upsell goods and services. This provision will be reviewed continuously and withdrawn if there is evidence of over-use, misuse, or bad faith on the part of the Contractor.

Stage X: Business Growth Grant Application Technical Assistance and Evaluation:

1. The Contractor will act as the initial point of contact for the grant programme.
2. The Contractor will advise businesses whether they meet the eligibility criteria in order to apply to the grant programme and issue application numbers to those assessed as eligible.
3. The Contractor will offer advice and guidance services to eligible businesses on how to apply for a business grant, outlining the application process and associated requirements.
4. The Contractor will provide technical assistance to eligible businesses to help them develop submissions for the grant programme, and business plans where/if applicable, including advising on eligibility and assessment criteria, evidence requirements, and appropriate subject matter for proposals.
5. The Contractor will assess and score completed grant applications and make recommendations whether to award a grant.
6. The Contractor will provide technical summary assessment documents on applications once submitted to the grant programme. These will include an overview of applications and associated supplementary materials, and an impartial appraisal of the extent to which applications satisfy both the eligibility and the assessment criteria, for the consideration of the grants programme assessment panel when determining outcomes. Dorset Council will supply the assessment criteria and the completed grant applications. For Contractors guidance, in previous similar grant schemes evaluation of a single application has typically taken contractors around 2 person-hours. Approximately two thirds of grant applications were approved in round. Prior stages of Contractor guidance and advice should ensure that most applications are of a good standard and neither Clients nor Contractors resources are wasted on completing full applications that stand little chance of success..
7. The Contractor will provide further commentary or clarification on the ‘technical summary assessment’ on an ad-hoc basis during the evaluation phase, as and if required by the grants programme assessment panel.
8. The decisions on which businesses are allocated Business Growth Grants and the amount of those Business Growth Grants will rest with Dorset Council, as the provider of the Business Growth Grant Scheme.

## 2. Performance Requirements

Monitoring project operation and performance to ensure it is delivering the anticipated outcomes, benefits and value for money is reliant on receipt of regular operational data from the Contractor on all aspects of project administration and delivery.

The Contractor shall produce monthly reports detailing project and financial progress and attend meetings with the Project Team as required. In addition to a summary of key metrics, the reports must contain detail of individual beneficiary organisations.

The contractor shall comply with the various monitoring requirements of UKSPF.

The contractor shall supply Dorset Council with all data needed for compliance with UKSPF reporting requirements in a timely manner and suitable format.

The Contractor shall process and monitor data appropriately and produce a report upon completion of the project that is to include:

- Lessons learned: What went well, what didn't, what should be done differently next time,
- an analysis of the "funnel", from enquiries to advice
- Breakdown of outputs delivered,
- Other operational issues
- Customer satisfaction forms
- Data of all work completed in electronic format
- Spread sheet of beneficiary data for future work

**SPF Output and Outcome targets:**

Output	E18: Supporting Made Smarter Adoption	E20: R&D grants supporting innovative product & service development	E24: Training hubs, business support offers, incubators	E28: Export Grants to grow overseas trading etc.
Number of businesses receiving non-financial support	70	90	600	
Number of businesses receiving grants	35	45	120	15
Number of potential entrepreneurs provided assistance to be business ready			60	
Number of people attending training sessions	50			
Number of businesses engaged in new markets				15

Outcome	E18: Supporting Made Smarter Adoption	E20: R&D grants supporting innovative product & service development	E24: Training hubs, business support offers, incubators	E28: Export Grants to grow overseas trading etc.
Number of new businesses created			60	

Increased amount of investment (£)	400000	600000	800000	
Number of businesses introducing new products to the firm	0	15	80	
Number of organisations engaged in new knowledge transfer activity	0	0	0	
Number of businesses adopting new to the firm technologies or processes	35	45	20	
Number of new to market products		2		
Number of R&D active businesses		45		
Number of businesses adopting new or improved products or services		45		
Number of early stage firms which increase their revenue following support			60	
Number of businesses increasing their export capability				15

### 3. Implementation Requirements

The contractor of the current “meanwhile” phase of Dorset UKSPF Business Support will assist in good faith with the handover of the service to the tendered Contractor, while ensuring commercial confidentiality and data protection standards are upheld.

The Contractor will provide support and engage in constructive co-operation with the Council and any new Contractor (if applicable) of any future similar service. Further details of an exit plan will be agreed between the parties no less than six weeks before contract completion.

The Contractor may subcontract the delivery of any parts of the project provided the subcontractor(s) meet(s) the same relevant eligibility and selection criteria as the Contractor, and sign(s) a declaration to that effect to the Council.

The Contractor will be responsible for all financial arrangements between subcontractors (if any).

The Contractor is to submit itemised invoices monthly.

Stages 0-4 are to be provided until 31<sup>st</sup> March 2025. Stage X is expected to conclude by 31<sup>st</sup> December 2024.

Dorset Council actively supports the Armed Forces Covenant, a promise from the nation that those who serve or have served in the armed forces and their families are treated fairly: If the Contractor considers a business is led by a member of the Armed Forces Community and could be disadvantaged by the application of the project eligibility criteria, the Contractor will consult with the Council to establish what course of action to take.

#### 4. Desirable (optional) service requirements

N/A

## 5. Standards

**Events:** The Contractor will hold in-person events in locations across the Dorset Council area at times and locations likely to be convenient to potential clients, with access to both public transport and adequate parking available nearby.

**Guidance, Advice, and Grant application evaluation capability:** The Contractor will ensure staff allocated to these tasks have the appropriate knowledge, skills and experience to carry out these tasks competently. The contractor will ensure that where the giving of advice is regulated or restricted to those with specific qualifications, those giving the advice have the relevant qualifications.

**Data Protection:** The Contractor will draft and maintain necessary privacy notices for the scheme in line with SPF, project, and GDPR requirements.

**Accessibility:** The Contractor will establish and maintain the communication channels it considers appropriate, including as a minimum a website that meets current Web Content Accessibility Guidelines and a means of two-way communication, such as a phone line. The contractor will ensure access to digital and in-person resources is provided to people with temporary or permanent vision, hearing, speech, motor, or cognitive disabilities.

## 6. Constraints

The total budget for this work is up to £250,000 to include all fees, associated costs and expenses. All rates charged shall be fully inclusive of all expenses including but not limited to travelling/subsistence, expenses and disbursements. This excludes VAT.

The service is only available to businesses of the local authority area of Dorset. Other authorities, including Bournemouth, Christchurch, and Poole Council, may have similar SPF-funded provision, and the Contractor will signpost to these as appropriate.

All activity must comply with the regulations as laid out in the UKSPF prospectus available at [UK Shared Prosperity Fund: prospectus - GOV.UK \(www.gov.uk\)](http://www.gov.uk).

The Contractor must comply with the UKSPF branding guidelines available at [UK Shared Prosperity Fund: branding and publicity \(6\) - GOV.UK \(www.gov.uk\)](http://www.gov.uk)

## Schedule 2 Pricing Schedule

### Provision of Dorset UK Shared Prosperity Fund – Local Business Support Reference XXXXXX Pricing Schedule

Please complete the boxes shaded to provide price each per description - excluding VAT.

Price will be evaluated based 100% on total project cost - individual line items will not be scored separately

All rates quoted shall be fully inclusive of all associated costs and expenses. This excludes VAT.

<b>Company Name</b>	
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Description as per specification	Weighting %	Price to Dorset Council (exc VAT)
Stage 0 - awareness raising	0%	£0.00
Stage 1 - diagnostics	0%	£0.00
Stage 2 - business growth information	0%	£0.00
Stage 3 - Business growth guidance	0%	£0.00
Stage 4 - business growth advice	0%	£0.00
Stage X - business growth grant application technical assistance and evaluation	0%	£0.00
<b>TOTAL</b>	100%	£0.00

## Schedule 3 Data Processing Schedule

### Processing, Personal Data and Data Subjects

1. The Provider/ Supplier shall comply with any further written instructions with respect to processing by the Purchaser.
2. Any such further instructions shall be incorporated into this Schedule.

Description	Guidance	Supplier Response
Subject matter of the processing	<i>This should be a high level, short description of what the processing is about e.g. employees, service users</i>	
Duration of the processing	<i>For example, for the duration of the contract including any extension or in accordance with instructions from the Council</i>	
Nature and purposes of the processing	<p><i>Please be as specific as possible, but make sure that you cover all intended purposes.</i></p> <p><i>The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</i></p> <p><i>The purpose might include: employment processing, statutory obligation, recruitment assessment etc</i></p>	

Type of Personal Data	<i>For example, name, address, date of birth, NI number, contact details, pay, images, job status biometric data etc</i>	
Categories of Data Subject	<i>For example, Service Users, Staff (including volunteers), students / pupils, members of the public, users of a particular website etc.</i>	
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<i>Describe how long the data will be retained for, how it will be returned or destroyed</i>	

Your Name: Organisation/Supplier Name: Date:

Authorised Signature: