

DATED THE

DAY OF

20

SALFORD CITY COUNCIL

- and -

XXXXX

CONTRACT

for

XXXXX

Contract Particulars – Section A

THIS CONTRACT is made on the day of two thousand and XXXXX

BETWEEN

1. SALFORD CITY COUNCIL of Civic Centre, Chorley Road, Swinton, Salford M27 5AW (hereinafter called 'the Council')

AND

2. XXXXX, a XXXX with Registered Number XXXXX of XXXXX (hereinafter called 'the Provider')

WHEREAS

- A. Following a procurement process, the Provider submitted a tender dated XXXX and the Council has accepted the Provider's tender to provide the Services
- B. This is a contract setting out the terms and conditions for provision of the Service by the Provider.

It is hereby agreed as follows:

1. The Contract

1.1 This Contract comprises of:

- i) These Contract Particulars (Section A);
- ii) The Special Terms and Conditions (Section C)
- iii) The Specification.
- iv) Corporate Terms and Conditions of Contract for Service (Section B) as varied from time to time in accordance with clause 25 of the Corporate terms and conditions of contract
- v) The Data Processor Supplementary Agreement
- vi) The completed Tender dated XXXXX and the Pricing Schedule
- vii) Alternative Provision DPS Agreement

2. Contract Period

- 2.1. This Contract shall commence on XXXXX for a Term of XX years to XXXXX
- 2.2. The Contract may be extended at the option of the Council for further periods of up to 12 months from XXX to XXX and XXX to XXX, or any lesser period as agreed between the parties.

3. Conflict and Order of Priority

- 3.1. If there is any conflict or inconsistency between the provisions of this Contract, the order of priority shall be in accordance with the order of the documents as set out in clause 1.1 above

4. The Service

- 4.1 This Contract is for provision of XXXXX more particularly described in the Specification.

5. The Contract Price

- 5.1. The Contract Price comprises of the prices set out in the Pricing Schedule.

6. Data Protection

- 6.1. For purposes of this Contract:
 - i) the Council is a Data Processor.
 - ii) the Provider is a Data Controller.

7. Insurance

- 7.1. The Public Liability Insurance required under this contract is £5,000,000.00.
- 7.2 The Employers Liability Insurance required under this contract is £10,000,000.00

8. Key Officers

- 8.1 The Council's Contract Manager is Jack Loughlin.
- 8.2 The Contractor's Key Officer is XXXXXX

9. Termination

9.1. Termination by either party

9.1.1 Either party may terminate this Contract by notice in writing to the other:

- i) at any time on giving six (6) months notice;
- ii) if either party is prevented from carrying out its obligations as a result of Force Majeure for seven (7) days or more;

10. Notices

10.1. The address for service of notices to the parties are:

- i) If to the Council, to: Civic Centre, Chorley Road, Swinton, M27 5AW, marked for the attention of Jack Loughlin

Tel: 0161 778 0463

Email: jack.loughlin@salford.gov.uk

- ii) If to the Contractor, to: XXXX marked for the attention of XXXXX

Tel: XXXX

Email: XXXXX

11. Counterparts

- 11.1. This Contract may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have executed this Contract as a Deed the day and year first before written.

THE COMMON SEAL OF
SALFORD CITY COUNCIL

was hereunto affixed in the
presence of:

Authorised Signatory

Executed as a deed by

XXXXXXXXXX

Director.....

Director.....

Dated the day of 2017

SALFORD CITY COUNCIL

AND

XXXXXXXX

CONTRACT

for

XXXXXX