

**The Mayor and Commonalty and  
Citizens of the City of London**

and

**[Supplier]**

**Agreement for the provision of:**

- (i) an Open Approved Provider List, and**
- (ii) supply of Temporary and Emergency Accommodation 2024 - 2026**

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## Temporary Accommodation Agreement

### Dated

### Parties:

- (1) **The Mayor and Commonalty and Citizens of the City of London, a corporation by prescription,** of PO Box 270, Guildhall, London EC2P 2EJ (the “**City**”); and
  - (2) **[FULL COMPANY NAME]** incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (the “**Supplier**”)
- and each of the City and the Supplier being a "**Party**" and together the "**Parties**".

### Background:

- (A) The City has various statutory duties and powers regarding persons in need of residential accommodation.
- (B) Further legislation may change the City's duties with regard to these or to other categories of persons.
- (C) The City has decided to set up an Open Approved Provider List (OAPL) for the provision of temporary and emergency accommodation for persons in need of residential accommodation (the “**Services**”).
- (D) The City has contracted with Access UK Ltd (registered company “**Technology Provider**”) to provide a web-based software system namely adamhousing.co.uk, or such other technology as notified to the City by the Technology Provider from time to time (the “**Application**”), to procure Services via the OAPL and for such Services to be transacted as further set out in this Agreement.
- (E) The City shall admit to the OAPL each supplier that satisfies the Selection Criteria and has submitted a request to participate in the OAPL which complies with the Specification and any additional documents produced by the City.
- (F) Subject to the terms and conditions of this Agreement the Technology Provider, and the City, have entered into, the Technology Provider has agreed to grant to the City a non-exclusive Licence and non-transferable right to permit the Authorised Officer's to use the Application/Platform during the contract period of that contract solely for the purpose of the City carrying out its statutory duties and powers under various legislation regarding Service Users in need of temporary and emergency Accommodation. For the purposes of this Agreement, any Supplier admitted to the City's Open Approved Provider List after meeting the City's Housing Accreditation and Criteria, and is appointed by the City to provide the Services either on a Block Booking Basis, or a Spot Purchase Basis shall be an Authorised Officer only once the City's Director, or her nominated representative, has authorised the Supplier in writing to use the Application/Platform.
- (G) The purpose of this Supplier Agreement is to set out the following:-
  - The terms and conditions upon which a Supplier will be admitted to the OALP.
  - The terms and conditions upon which any Supplier once admitted to the OALP will be formally appointed by the City to provide the Services either upon a Blocked Booked Accommodation basis or a Spot Purchase
- (H) In consideration of the Supplier carrying out its obligations under this Agreement, including the delivery of the Services identified in Schedule 4 (Specification), the City shall pay the Fees in

accordance with the pricing and payment profile and the invoicing procedure specified in Schedule 1 (Self-Billing Agreement).

- (I) For the avoidance of doubt, there will be no obligation for the City to appoint any Supplier on the OALP to provide any of the Services under the Agreement during its Term.
- (J) The Supplier has agreed to provide the Services in accordance with the terms and conditions of this Agreement.

## **Operative clauses**

### **1. Definitions and Interpretation**

#### **1.1 Definitions**

In this Agreement words and expressions shall have the following meanings:-

<b>Accommodation</b>	shall have the meaning set out in 4.1 to section 4 (Definitions) to the Service Specification;
<b>Accommodation Supply Request</b>	means a notification by the City to the Supplier of the requirement to provide a Booking for Service User(s) following the procedure set out in this Agreement;
<b>Accreditation and Enrolment</b>	means the evaluation of requests to participate received from suppliers, and the admittance to the OAPL of suppliers that meet the City's Selection Criteria;
<b>Adam Housing Platform</b>	shall mean the system provided by the Technology Provider;
<b>Agreement</b>	means the terms and conditions set out in this document and the Schedules attached thereto;
<b>Agreement Variation Procedure</b>	means the procedure set out in Schedule 4 of this Agreement;
<b>Allocations &amp; Lettings Officer</b>	shall be the person(s) notified to the Supplier to act in the name of the City for the purposes of placing households into provider supplied accommodation;
<b>Application</b>	means the proprietary web-based software owned and operated by the Technology Provider, currently called adamhousing.co.uk or such other technology notified to the City by the Technology Provider from time to time;
<b>Audit</b>	means an audit carried out pursuant to clause 16;
<b>Auditor</b>	means the City's internal and external auditors, including the Authority's statutory or regulatory auditors, the Comptroller and Auditor General, their staff or any appointed representatives of the National Audit Office, HM Treasury or the Cabinet Office, any party formally appointed by the City to carry out audit or similar review functions and the successors or assigns of any Auditor;

<b>Authorised Officer</b>	means the person or persons appointed from time to time by the City to act as its representative for the purposes of this Agreement in accordance with clause 31;
<b>Block Booked Accommodation</b>	means the provision of the Services for a number of Service Users;
<b>Booking</b>	shall have the meaning set out in Section 4 (Definitions) of the Service Specification;
<b>Booking Letter</b>	shall have the meaning referred to in paragraph 4.4 to Section 4 (Definitions) of the Service Specification
<b>Bribery Act</b>	means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;
<b>Cancellation Date</b>	shall mean the date set out in the Cancellation Notice;
<b>Cancellation Notice</b>	means the Notice uploaded to the Platform informing the Supplier that a Booking for a Service User/s is to be cancelled;
<b>City Accreditation</b>	means the evaluation of requests to participate received from suppliers and the admittance to the OAPL of suppliers that fulfil the City's Selection Criteria;
<b>City's Access Accreditation and Criteria</b>	means the document setting out the City's requirements for a Supplier to be able to be entered on the City's OAPL;
<b>Client</b>	shall have the meaning set out in paragraph 4 (Definitions) of the Service Specification;
<b>Commencement Date</b>	means the date the Supplier is accepted into the OAPL;
<b>Commercially Sensitive Information</b>	means the pricing information set out in Schedule 3 (Payment Schedule);
<b>Companies Act</b>	means the Companies Act 2006 and any re-enactments, amendments and relevant regulations;
<b>Complaint</b>	means any formal complaint raised by the City in relation to the performance under the Agreement or any Contract in accordance with clause 27;
<b>Confidential Information</b>	means 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 which would or would be likely to prejudice the commercial interests of any person, trade secrets, intellectual property rights, know-how of either Party and all personal data and sensitive data within the meaning of the Data Protection Act 2018;

<b>Conviction</b>	means other than in relation to minor road traffic offences, any previous or pending prosecution, conviction, caution, or binding over (including any spent convictions as contemplated by Section 1(1) of the Rehabilitation of Offenders Act 1974 by virtue of the exemptions specified in part II of Schedule 1 of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (SI 1975/1023) or any replacement or amendment to that Order) which are required to be disclosed under the Police Act 1997, and any other legislation which requires spent convictions to be disclosed;
<b>Default</b>	means any of: <ul style="list-style-type: none"> <li>a) a General Default; or</li> <li>b) Serious Default;</li> </ul>
<b>Director</b>	means the City's Executive Director of Community and Children's Services who acts on behalf of the City in all matters relating to City's functions and duties under the provisions of homelessness legislation (and relevant parts of housing legislation) which include matters such as but are not limited to (i) exercising the functions in accordance with the City's Homelessness Strategy referred to in the strategic priorities set out in 1.13 to section 1 (Introduction) of the Service Specification and (ii) exercising the functions in accordance with legislation to discharge statutory duties in response to homelessness legislation such as the HRA 2017 and other relevant legislation;
<b>Environmental Information Regulations</b>	means the Environmental Information Regulations 2004 and any re-enactments or amendments;
<b>Exit Plan</b>	means the Exit Plan which the Parties shall enter into within 3/ 6 months of the Commencement Date
<b>Expiry</b>	means the date upon which this Agreement terminates being the sooner of: <ul style="list-style-type: none"> <li>a) the date 2 years from the Commencement Date; or</li> <li>b) the date of early termination of this Agreement in accordance with its terms; or</li> <li>c) such other date as may be agreed by the Parties in accordance with clause 2.2;</li> </ul>
<b>Fees</b>	means the Supplier's fees for the performance of the Services as set out in part 2 of Schedule 3;
<b>FOIA</b>	means the Freedom of Information Act 2000 and any re-enactments, amendments and relevant regulations;
<b>Force Majeure</b>	means any event, occurrence or cause affecting the performance by either the City or the Supplier of its obligations arising from:

- (a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the affected party;
- (b) riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;
- (c) acts of government, local government or regulatory bodies;
- (d) fire, flood, any disaster and any failure or shortage of power or fuel;
- (e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available.

Force Majeure shall exclude:

- i. any industrial dispute relating to the Supplier, the Supplier Staff or any other failure in the Supplier or the sub-contractor's supply chain; or
- ii. any event or occurrence which is attributable to the willful act, neglect or failure to take reasonable precautions against the event or occurrence by the Party concerned; or
- iii. any changes in economic conditions, including without limit, currency exchange and currency movement, increased costs for or scarcity of raw materials from usual sources of supply; or
- iv. any consequences arising as a result of or in connection with the United Kingdom's withdrawal from the European Union.

<b>General Default</b>	means an act or omission on the part of the Supplier which is not a material breach of this Agreement or which otherwise the City chooses to treat as a General Default
<b>Home</b>	means the self-contained accommodation to be made available for the Service Users by the Supplier in the performance of the Services
<b>Hotel Register</b>	means a register of Clients currently occupying the Accommodation supplied by the Supplier
<b>HRA</b>	means the Homelessness Reduction Act 2017 referred to in the Service Specification
<b>Information Commissioner</b>	means the United Kingdom's independent data protection authority established under Part 5 of the Data Protection Act 2018
<b>Insolvency Act</b>	means the Insolvency Act 1986 and any re-enactments, amendments and relevant regulations
<b>Law</b>	means:



- a) any law, statute, byelaw, regulation, directives, delegated or subordinate legislation in force from time to time and within the meaning of section 21(1) of the Interpretation Act 1978, mandatory guidance or code of practice, judgment of a relevant court of law, or requirements of any regulatory body with which the Supplier is bound to comply; and
- b) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement (“EU References”) which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 and which shall be read on and after EU exit day as a reference to the EU References as modified by domestic law from time to time. For the avoidance of doubt, this shall include any Laws arising out of or in connection with any withdrawal of the United Kingdom from the European Union.

**Living Wage**

is the hourly rate for:

- Greater London (i.e., the 32 London Boroughs and the City of London) set annually as the ‘London Living Wage’ by the Living Wage Foundation and calculated by the Greater London Authority, and
- outside Greater London set annually as the ‘UK Living Wage’ by the Living Wage Foundation and calculated by the Centre for Research in Social Policy at Loughborough University;

Living Wage Policy Statement can be viewed at:

<https://www.cityoflondon.gov.uk/assets/Business/external-living-wage-policystatement-march-20.pdf>;

**LLAS**

means the London Landlords Accreditation Scheme referred to and more particularly described in 5.1 to Section 5 (Provider Requirement Specifics) of the Service Specification;

**London Living Wage**

means the basic hourly wage payable to the Supplier’s Staff and as defined on the Mayor of London Site (<https://www.london.gov.uk/>) (before tax, other deductions and any increase for overtime) as may be updated from time to time and notified to the Supplier;

**Minimum Expectation on Providers**

shall have the meaning set out in Section 19 of the Service Specification;

**Minimum Property Standards**

means those set out in Section 7 (Minimum Property Standards) of the Service Specification;

**Nightly Let Accommodation**

means the procurement and management of Properties/Premises provided for Service Users on a nightly let basis as referenced in Schedule 4;

<b>Nightly Let Specification</b>	means the specification for the provision of Nightly Let Accommodation as set out in paragraph 2 of Schedule 4 as amended from time to time in accordance with the provisions of this Agreement or otherwise by agreement between the Parties
<b>OAPL</b>	means the City's Open Approved Provider List
<b>Occupancy Agreements</b>	means the tenancy agreement (as required by the appropriate Specification) in relation to the Premises and in the form set out in Schedule 7 to be entered into by the Service User
<b>Occupancy Checks</b>	shall mean those checks which the City shall undertake to
<b>Offer</b>	(referred to as a 'Property Listing' in the Application) means the Supplier's tender for the desired Services in response to the City's Requirement
<b>Offer of Accommodation Letter</b>	means the letter in the form set out in Schedule 8 sent to a Service User to notify the Service User of an available Property
<b>Ombudsman</b>	means an authority appointed by a government to investigate complaints made by individuals
<b>Overnight Accommodation</b>	means as the case may be Bed and Breakfast Accommodation and/or Nightly Let Accommodation
<b>PCR</b>	means the Public Contracts Regulations 2015, as amended from time to time
<b>Platform</b>	shall mean for the purposes of this Agreement the Adam Housing Platform referred to in the Service Specification
<b>Premises</b>	means as the case may be any: <ul style="list-style-type: none"> <li>a Home and/or,</li> <li>b Property,</li> </ul>
<b>Prohibited Act</b>	means any of the following: <ul style="list-style-type: none"> <li>a) to directly or indirectly offer, promise or give any person working for or engaged by the City a financial or other advantage to induce that person to perform improperly a relevant function or activity or reward that person for improper performance of a relevant function or activity;</li> <li>b) 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 Agreement;</li> <li>c) committing any offence: <ul style="list-style-type: none"> <li>i under the Bribery Act;</li> </ul> </li> </ul>

- ii under legislation creating offences concerning fraudulent acts;
- iii at common law concerning fraudulent acts relating to this Agreement or any other contract with the City; or
- iv defrauding, attempting to defraud or conspiring to defraud the City.

<b>Property</b>	shall mean a unit of Overnight Accommodation, whether or not self-contained, offered by the Supplier to the City;
<b>Provider Requirement Specifics</b>	means those set out in the Service Specification;
<b>Public Safety Incident</b>	means a material breach of health and safety legislation and/or an incident which results in serious personal injury or death to any person caused by any act or omission of the Supplier or any of the Supplier Staff in the performance of the Services;
<b>Recovery Plan</b>	has been given a meaning in clause 18.2;
<b>Relevant Authority</b>	means any court with the relevant jurisdiction and any local, national or supra-national agency, inspectorate, minister, ministry, official or public or statutory person of the government of the United Kingdom [or of the European Union];
<b>Relevant Legislation</b>	shall have the meaning set out in Section 19 (Minimum Expectations on Providers) of the Service Specification;
<b>Repairs Performance</b>	shall have the meaning set out in Section 8 (Responsibilities of the Service Provider) to the Service Specification;
<b>Replacement Services</b>	means services that are identical or substantially similar to any of the Services to be provided by the Supplier, which the City receives in substitution by a Replacement Supplier who has already been admitted to the OAPL following termination or expiry of a Booking with the Supplier;
<b>Replacement Supplier</b>	means a third-party supplier of Replacement Services admitted to the OAPL and appointed by the City from time to time;
<b>Requests for Information</b>	shall have the meaning set out in the FOIA or any apparent request for information under the FOIA, the Environmental Information Regulations;
<b>Requirement</b>	(referred to as a 'Pending Booking' in the Application) means an Accommodation Supply Request made by the City via the Application;
<b>Safeguarding</b>	means and is more particularly referred to in Section 12 (Safeguarding and Minimising Risks) of the Service Specification;

<b>Selection Criteria</b>	means the requisite criteria set out in the Service Specification (paragraphs 2 to 7 and 10 to 19) that the Supplier must meet and maintain throughout the Term in order to successfully complete and maintain their Client Accreditation into the OAPL;
<b>Self-Billing</b>	means the billing of the Supplier through the Application which is to be adopted by the City in accordance with clause 9
<b>Serious Default</b>	means such act or omission on the part of the Supplier or Associated Body which is or results in: <ul style="list-style-type: none"> <li>a) a Public Safety Incident,</li> <li>b) an act of fraud or deception committed by or on behalf of or otherwise to the benefit of the Supplier in connection with the provision of the Services or the terms of this Agreement,</li> <li>c) a failure to provide and/or manage and/or maintain Suitable Accommodation to the property standards set out in Schedule 4 (Specification),</li> <li>d) a failure to comply with any obligation of the Supplier's under this Agreement,</li> <li>e) a Conviction in connection with or arising from the provision of the Services or similar accommodation or housing management services,</li> <li>f) ceasing to carry on the whole of its business or disposing of all of its assets,</li> <li>g) becoming the subject of a voluntary arrangement under section 1 of the Insolvency Act 1986 (other than for the purposes of an agreed restructuring of the Supplier in consultation with the City),</li> <li>h) having a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertakings, assets or income, <ul style="list-style-type: none"> <li>i. having passed a resolution for its compulsory winding up, or</li> <li>ii. being the subject of any process or event similar or analogous to the events in limbs (f) to (h) above in any jurisdiction.</li> </ul> </li> </ul>
<b>Service Receipt</b>	means the agreed record within the Application of the completed delivery of Services as quantified and agreed between the Parties;
<b>Service User</b>	means a person identified by the City as requiring residential accommodation in the form of a Home or Property or who is otherwise benefiting from the Services;
<b>Services</b>	means each or any of the following: <ul style="list-style-type: none"> <li>a) Private Sector Leasing,</li> </ul>

	<ul style="list-style-type: none"> <li>b) Nightly Let Accommodation,</li> <li>c) Bed and Breakfast Accommodation,</li> </ul>
<b>Spot Purchase</b>	means an immediate requirement for the provision of the Services for a Service User.
<b>Standards</b>	shall have the meaning set out in Section 6 (Standards) of the Specification
<b>Suitable Accommodation</b>	means housing accommodation located in the (or other location agreed by the City) which is considered to be suitable with regard to the particular circumstances of the Service User and the property standards set out in Schedule 4;
<b>Supplier Staff</b>	means a person who: <ul style="list-style-type: none"> <li>a) performs any part or element of the Services, and</li> <li>b) is an employee, servant, agent, representative, supplier, sub-contractor or sub- contractor staff or consultant to the Supplier and in that capacity has contact with any Service User, or</li> <li>c) at the relevant time is likely to be a person who will undertake activities set out in limbs (a) and (b) above.</li> </ul>
<b>Supplier's Representative</b>	means the person appointed by the Supplier from time to time to act as its representative in accordance with clause 23.2;
<b>Technology Provider</b>	means the owner and provider of the Application, Access UK Ltd (registered company);
<b>Term</b>	has the meaning given to it in clause 2.1;
<b>VAT</b>	means value added tax at the current applicable rate;
<b>Working Day</b>	means Monday to Friday inclusive but not including any declared public holiday.

## 1.2 Interpretations

In this Agreement:

- 1.2.1 references to clauses and Schedules are references to clauses and Schedules to this Agreement,
- 1.2.2 the headings are for convenience only and shall not affect the interpretation of this Agreement,
- 1.2.3 the singular includes the plural and vice versa,
- 1.2.4 references to any gender includes both genders,
- 1.2.5 "includes" and "including" means without limitation to the generality of the foregoing or without limitation, and

1.2.6 reference to any person shall include natural persons and partnerships, firms, companies, body corporate, corporation, unincorporated association, other legal entity, public sector body or other similar body or authority and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees.

## **2. Term of this Agreement**

2.1 This Agreement shall commence on the Commencement Date and shall continue until Expiry (the “Term”) either:

2.1.1 two 2 years from the Commencement Date (the period between the Commencement Date and this date shall be known as the (the "Initial Term")); or

2.1.2 where the City elects to extend the Initial Term in accordance with clause 2.2 below, at the end of the Extension Period,

in each case, unless it is terminated earlier pursuant to clause 18 (Termination) and/or in accordance with the terms of this Agreement or otherwise by operation of Law.

2.2 The City may extend the duration of this Agreement for any period up to a maximum of two (2) Years (the “Extension Period”) from the expiry of the Initial Term by giving the Supplier no less than three (3) months' written notice prior to the end of the Initial Term.

2.3 Upon Expiry the Parties obligations under this Agreement shall continue in respect of any Occupancy Agreement and/or Offer of Accommodation Letter which is existing at Expiry and such obligations shall continue until the expiry or sooner termination of the same and/or Occupancy Agreement and/or Offer of Accommodation Letter.

## **3. Scope of Agreement**

3.1 This Agreement governs the relationship between the Parties in respect of the provision of Services by the Supplier to the City when procured and/or transacted through the OAPL. The Supplier must agree to the terms of this Agreement prior to acceptance into the OAPL . For the avoidance of doubt, the Supplier’s acceptance of this Agreement shall not guarantee the Supplier’s acceptance into the OAPL , which shall be subject to successful completion of the Client Accreditation/Accreditation and Enrolment.

3.2 This Agreement governs the relationship between the City and the Supplier in respect of the provision of the Services by the Supplier to Customers.

3.3 The City appoints the Supplier as a Provider of the Services, and the Supplier shall be eligible to receive Orders for such Services from the City during the Term.

3.4 The City may at its absolute discretion and from time to time, order Services from the Supplier in accordance with the ordering procedure set out in clause 5.2 during the Term. If there is a conflict between clause 5.2 and the Regulations, the Regulations shall take precedence. The Supplier acknowledges that there is no obligation whatsoever on the City to purchase any Services from the Supplier during the Term.

3.5 If and to the extent that any Services under this Agreement are required the City shall:

3.5.1 enter into a contract with the Supplier for these Services materially in accordance with the terms of the Contract; and

3.5.2 comply with the ordering procedure in *clause 5.2*.

- 3.6 The Supplier acknowledges that, in entering this Agreement, no form of exclusivity or volume guarantee has been granted by the City for the Services and that the City is at all times entitled to enter into other contracts and arrangements with other suppliers for the provision of any or all services which are the same as or similar to the Services.
- 3.7 Notwithstanding the fact that the City has followed the procedure set out in this Agreement, the City shall be entitled at all times to decline to make an award for its Requirement.
- 3.8 The Supplier warrants that all information submitted within the Client Accreditation is correct and accurate at the time of submission and shall ensure that all necessary and appropriate Client Accreditation checks and details are kept up to date throughout the Term. In the event that the Supplier's status or compliance to any of the Selection Criteria changes throughout the Term, then the Supplier shall inform the City immediately and the Supplier acknowledges that the City reserves the right to, at its sole discretion, expel the Supplier from the OAPL dependent upon the nature of such changes, particularly if such changes are to the detriment of the performance or standards of this Agreement.
- 3.9 The City reserves the right to request re-submission of any Selection Criteria or other Client Accreditation details throughout the Term, and may perform audit checks of any such or existing Client Accreditation information.
- 3.10 The Supplier acknowledges that once agreed via the Application, a Booking Letter will be issued.

#### **4. Objectives**

- 4.1 The parties shall establish, develop and implement their relationship in accordance with this Agreement with the objectives of achieving for the mutual benefit of each party:-
  - 4.1.1 the provision of Suitable Accommodation of a high quality for Service Users,
  - 4.1.2 agreed common goals and an understanding of each other's expectations and values,
  - 4.1.3 fair, equitable and open treatment of each other and of vulnerable persons and the Service Users,
  - 4.1.4 best practice through collaborative working, and
  - 4.1.5 such other appropriate objectives as are agreed by the City and the Supplier under the terms of this Agreement.

#### **5. The OAPL Process and Placement of Orders**

- 5.1 The City shall:
  - 5.1.1 Offer all potential suppliers unrestricted, direct access to all appropriate documents, including the template Contract Documents and Selection Criteria by electronic means and to any additional documents relating to the provision of the Services from the date of the setting up of the OAPL to the date when the system ceases to be operated.
  - 5.1.2 Open the Approved Provider List to potential new suppliers as and when the demands of the Homeless and Rough Sleeper Service dictates.
  - 5.1.3 At any time the Approved Provider list is open to new suppliers; give any potential suppliers the opportunity to submit a 'request to participate' within the OAPL via the Application to proceed through the Client Accreditation process. Admission into the OAPL is subject to the Supplier satisfying the Selection Criteria, passing the City's review of the request to participate in the OAPL and submitting a request to participate which

complies with the Contract Documents and any additional documents produced by the City.

- 5.1.4 Complete the evaluation of a request to participate in the OAPL within 28 Working Days from the date of its submission or such longer period as the City may determine.
- 5.2 Award procedures
- 5.2.1 Awards under the Agreement
- Individual bookings will be made via the Access Adam platform only during the duration of this Agreement
- 5.3 Booking a Unit or multiple units of Accommodation
- 5.3.1 Accommodation suppliers will advertise all available accommodation on the Suppliers Portal of the Adam Housing System.
- 5.3.2 The City of London Homeless and Rough Sleeper service designated officers will reserve properties required for use via the Adam Housing System
- 5.3.3 Confirmation of the Booking will then be made via the Booking Letter as set out in paragraph 5 of Schedule 4 . This booking letter will indicate a booking is live and chargeable until cancelled via the Adam Housing System

## **6. Performance of the Services and precedence of documents**

- 6.1 The Supplier shall perform all Bookings entered into with in accordance with:
- 6.1.1 the requirements of this Agreement; and
- 6.1.2 the details agreed in the Booking Letter
- 6.1.3 The service specification as set out in schedule 4
- 6.1.4 In the event of, and only to the extent of, any conflict or inconsistency between the terms and conditions of this Agreement and the arrangements of an individual booking, such conflict or inconsistency shall be resolved according to the following order of priority:
- 6.1.5 the clauses of the Service Specification;
- 6.1.6 the terms of this Agreement and the Schedules to this Agreement.

## **7. Communication**

- 7.1 The City and the Supplier shall work together and individually, in accordance with this Agreement, to achieve a transparent and co-operative exchange of information in all matters relating to this Agreement.
- 7.2 Except for communication via the Application or as otherwise agreed in writing, all notices, reports, submissions, decisions, consents, approvals, covenants, instructions and other communications between the Parties shall be (1) by email or (if the Parties have signed an appropriate procedural agreement) (2) in writing by receipted hand delivery or recorded delivery post in each case effective from the date of its delivery to the relevant Party at the address stated in this Agreement or to such other address as the Parties may from time to time notify to each other.
- 7.3 The Parties shall agree a programme of monitoring meetings or property inspections at the commencement of the Agreement where necessary. When the Authorised Officer has confirmed



the terms of such monitoring meetings in writing to the Supplier, attendance at such meetings shall be a contractual obligation under this Agreement.

- 7.4 To enable the Authorised Officer to undertake monitoring of the Agreement, the Supplier shall provide to the Authorised Officer such relevant management information and other documentation as detailed in the Specification(s) or otherwise notified to the Supplier in writing at such intervals as provided in the Specification(s) or at a frequency to be agreed between the Authorised Officer and the Supplier at the commencement of the Agreement or at any time during the Term.

## **8. Procurement Process**

- 8.1 The Supplier acknowledges and accepts that Services shall be procured and/or transacted in accordance with the procedures detailed in the Contract Documents.
- 8.2 Accommodation suppliers will advertise all their available properties via the supplier portal of the Adam Housing system.
- 8.3 Where the City's Requirement is for Nightly Let Accommodation it shall make an Accommodation Supply Request to the Supplier under the provisions of Schedule 4, Part 2 (Emergency and Temporary Accommodation Service Specification) and the Supplier shall comply with its obligations under the provisions of Schedule 4, Part 2 (Emergency and Temporary Accommodation Service Specification).
- 8.4 The Supplier shall submit all Service Receipts within the Application within a timely manner. The City reserves the right to consolidate each Service Receipt into such frequent Self-Bill Invoices as set out in the Self-Billing Agreement (as defined in Schedule 2).
- 8.5 The Supplier agrees and acknowledges that all transactions governed by the Contract will be processed via the Application. The Supplier shall not process Requirements or Services for the City that have been subject to the OAPL outside of the Application.
- 8.6 The Supplier shall ensure that the Services are provided in accordance with the Requirements, the Service Specification as set out in Schedule 4. Further, on request by the City at any time, the Supplier must be able to evidence compliance with the same.
- 8.7 The City reserves the right to negotiate on price where the need arises.
- 8.8 Where a property unit is reserved, this will be confirmed on a booking letter which will advise of the booking start date and the beginning of the chargeable period.
- 8.9 The Supplier acknowledges and agrees that users of the Application may submit a quality review or summary of the Supplier's performance under this Agreement. Such reviews shall comprise the opinion of those submitting such comments only and not those of the City.

## **9. Self-Billing**

- 9.1 The City may at any time during the Term and on written notice to the Supplier elect to adopt Self-Billing in place of the provisions of clause 10.
- 9.2 With effect from the date set out in such notice the provisions of Schedule 1 (Self-Billing) shall be adopted into the Agreement and clause 10 shall be deemed to be deleted.

## **10. Fees**

- 10.1 Unless otherwise agreed between the Parties the Fees payable by the City to the Supplier in respect of the provision of the Services are set out in Schedule 3.

- 10.2 The Supplier shall on or before the 15<sup>th</sup> day of each month submit to the City an invoice (in the form specified by the City from time to time) containing a detailed breakdown of the Fees in respect of the Services provided in the previous month.
- 10.3 The City shall pay the undisputed amount stated in any invoice submitted in accordance with clause 9.2 within 30 days of receipt of such invoice.
- 10.4 The City may on reasonable notice to and after consulting with the Supplier change the procedure for processing invoices and payments.
- 10.5 The City may set off or deduct:
- a) any amount owed to it by the Supplier, or
  - b) any overpayment of Fees or other monies it may have previously made to the Supplier, against any Fee or other monies due to the Supplier under this Agreement.

## **11. Supplier's General Obligations**

11.1 The Supplier warrants and represents to the City that:

- 11.1.1 it has full capacity and authority and all necessary consents (including, where its procedures so require, the consent of its Parent Company) to enter into and to perform its obligations under this Agreement;
- 11.1.2 this Agreement is signed by a duly authorised representative of the Supplier;
- 11.1.3 in entering into this Agreement or any resultant Booking Letter it has not committed any Prohibited Act;
- 11.1.4 as at the Commencement Date, all information, statements and representations contained in the accreditation agreement are true, accurate and not misleading save as may have been specifically disclosed in writing to the City before the execution of this Agreement and it will promptly advise the City of any fact, matter or circumstance of which it may become aware during the Term that would render any such information, statement or representation to be false or misleading;
- 11.1.5 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 that will or might affect its ability to perform its obligations under this Agreement and any resultant Booking Letter which may be entered into with the City ;
- 11.1.6 it is not subject to any contractual obligation, compliance with which is likely to have an effect on its ability to perform its obligations under this Agreement and any resultant Booking Letter; and
- 11.1.7 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 Supplier 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 Supplier's assets or revenue.

## **12. Service pre-requisites**

The Supplier shall be responsible for obtaining all licences, authorisations, consents or permits required in relation to the performance of this Agreement and any resultant Booking Letter.

### **13. Skill, care, quality and Compliance**

- 13.1 In the delivery of the Services and of its obligations under this Agreement the Supplier shall use all reasonable skill care and due diligence appropriate to its obligations, expertise and responsibilities as stated in this Agreement and it shall owe the City a duty of care in respect of the same.
- 13.2 The Supplier will in the performance of the Services take account of any Statute, Statutory Instrument, Byelaw, relevant British Standard (or equivalent E.U. standard) or other mandatory requirement or Code of Practice and the City's Policies which may be in force, or come into force, during the provision of the Services
- 13.3 Without limitation to clause 13.1, the Supplier must:
- comply with the provisions of the Bribery Act 2010 and, in particular, Section 7 of that Act in relation to the conduct of its employees, agents and sub-contractors;
  - not unlawfully discriminate within the meaning and scope of the Equality Act 2010;
  - comply with applicable requirements of the Modern Slavery Act 2015; and
  - comply with the Living Wage Policy Statement and clause 30.3.
- 13.4 The Supplier shall take all reasonable steps to secure the observance of the provisions of clause 13.3 by any third party to whom it sub-lets or sub-contracts any part of the Services and, upon request from time to time, provide to the Client documentary evidence of compliance with the provisions of clause 13.3 by both the Supplier and such third parties.
- 13.5 The Supplier warrants that it has and will maintain in place adequate procedures designed to prevent acts of bribery from being committed by its employees, agents, and subcontractors, and must provide to the Client at its request, within a reasonable time, proof of the existence and implementation of those procedures
- 13.6 In providing the Services, the Supplier shall:-
- 13.6.1 endeavor to provide the highest possible standards of suitable accommodation, and shall ensure that any Accommodation provided by the Supplier for the provision of the Services is provided to the highest possible Standard, and in any event shall ensure that as a minimum the Accommodation comply with the Minimum Property Standards, and shall implement with the City such quality management systems as are referred to in this Agreement or as are otherwise agreed between the Parties.
- 13.6.2 comply with the Standards, and Responsibilities to the Service User.
- and shall indemnify the City against all actions, claims demands, proceedings, damages, costs, charges and expenses whatsoever in respect of any breach by the Supplier of this clause 13.
- 13.7 The City and the Supplier shall work together and individually within their agreed respective roles, responsibilities and expertise and in accordance this Agreement to achieve the highest possible standards of health and safety consistent with best value in all activities forming part of the Services and shall implement in the performance of the Services such health and safety measures as are required by Law and as may be set out in Schedule 4 (Specifications).

### **14. Services**

- 14.1 The Supplier will provide the Services in accordance with the Contract Documents and in accordance with the duty of care described in clause 13.1.
- 14.2 The Supplier shall attend such meetings with the City as the City in its absolute discretion considers necessary for the proper performance of the Services.

## **15. Inspection and monitoring**

- 15.1 The Supplier shall at all times co-operate with the City in applying the City's procedures (either existing or from time to time amended by the City in its reasonable discretion) for performance management, inspection, monitoring, evaluation and quality audit of the Services.
- 15.2 The Supplier shall ensure, or shall procure that the City, or any representative or adviser of the City, shall have at all reasonable times and upon giving reasonable notice, the right (subject to the rights of any occupants) to enter any of the Premises to inspect the condition of the Premises and to monitor compliance by the Supplier of its obligations under this Agreement.

## **16. Supplier's information obligations**

### **Reporting and meetings**

- 16.1 The Supplier shall submit Management Information to the City in the form and at the intervals set out in Schedule 7 throughout the Term.
- 16.2 The Authorised Representatives shall meet (Review Meetings) in accordance with the details set out in Schedule 7 and the Supplier shall, at each meeting, present its previously circulated Management Information in the format set out in that Schedule.
- 16.3 The City may make changes to the nature of the Management Information that the Supplier is required to supply and shall give the Supplier at least one month's written notice of any changes.

### **Records and audit access**

- 16.4 The Supplier shall keep and maintain until six years after the date of termination or expiry (whichever is the earlier) of this Agreement (or as long a period as may be agreed between the Parties), full and accurate records and accounts of the operation of this Agreement including the Services provided under it pursuant to any Booking Letters entered into with the City and the Fees paid by the City.
- 16.5 The Supplier shall keep the records and accounts referred to in clause 16.4 above in accordance with good accountancy practice.
- 16.6 The Supplier shall afford the City or the Auditor (or both) such access to such records and accounts as may be required from time to time.
- 16.7 The Supplier shall provide such records and accounts (together with copies of the Supplier's published accounts) during the Term and for a period of six years after expiry of the Term to the City and the Auditor.
- 16.8 The City shall use reasonable endeavours to ensure that the conduct of each Audit does not unreasonably disrupt the Supplier or delay the provision of the Services pursuant to any Booking Letters, save insofar as the Supplier accepts and acknowledges that control over the conduct of Audits carried out by the Auditor is outside of the control of the City .
- 16.9 Subject to the City's rights of confidentiality, the Supplier shall on demand provide the Auditor with all reasonable co-operation and assistance in relation to each Audit, including:
- all information requested by the Auditor within the scope of the Audit;
  - reasonable access to sites controlled by the Supplier and to equipment used in the provision of the Services; and
  - access to the Staff.

16.10 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause 16, unless the Audit reveals a Material Default by the Supplier in which case the Supplier shall reimburse the City for the City's reasonable costs incurred in relation to the Audit.

**17. Key personnel and employees**

17.1 The Supplier Staff shall have the necessary skills, qualifications and experience to fulfil its role, expertise and responsibilities under this Agreement.

17.2 Safeguarding of Adults at risk in the City.

17.2.1 The Supplier is expected to adhere to the safeguarding policies of the City, the City and Hackney Safeguarding Adults Board (CHSAB) policies and the Pan London Safeguarding Adults Multi-Agency Procedures. The policies and procedures can be found at <https://londonadass.org.uk/safeguarding/review-of-the-pan-london-policy-and-procedures/> and <https://www.hackney.gov.uk/safeguarding-adults-board> and <http://www.cityoflondon.gov.uk/Services/adult-social-care/Pages/safeguarding-adults.aspx>

17.2.2 With respect to the Supplier Staff who come into contact with adults at risk in the course of their duties, the following conditions will also apply:

- The Supplier must have a Safeguarding Adults at Risk Policy and Procedures that reflects the principles and procedures of the City of London Safeguarding Adults Policy and Procedures. The said Policy and Procedures can be found at <http://www.hackney.gov.uk/safeguarding-vulnerable-adults.htm>
- The Supplier must ensure that its staff have an awareness of issues of abuse of adults at risk and of their responsibility to respond to and report any instances of abuse.
- To the extent that a member of staff has misconducted herself or himself in respect of an adult at risk, the City may require the Supplier to remove from the provision of the service any such member of staff (and for the avoidance of doubt the word staff in this condition will include any volunteers). • The Supplier will show demonstrable evidence of a commitment to effective interagency working to safeguard adults at risk from abuse, including effective information sharing and co-operation.
- To raise an alert, the Supplier will contact the Adult Social Care Team duty officer of the Client. However, when safeguarding issues take place outside the boundaries of the City of London, then the host authority will always take responsibility for co-ordinating the Safeguarding Adult process, even if the Service Users are funded by another authority. The Adult Social Care Team is responsible for routing referrals. The Service Provider will be asked to complete a referral form and send it to the Adult Social Care team.
- The Supplier shall adhere to the Safeguarding provisions set out in section 12 (Safeguarding and Minimising Risks) of the Service Specification.

17.3 Conduct of Supplier Staff

17.3.1 Whilst providing the Services or dealing with Service Users the Supplier shall and shall procure that the Supplier Staff shall not,

- a) use offensive language or make offensive gestures,

- b) treat any Service User or person acting on behalf of the City in a discriminatory manner on the grounds of race, ethnic origin, religion, gender, disability, health status or sexual orientation.

17.3.2 The City (acting reasonably) may:

- instruct the Supplier to take disciplinary action against any Supplier Staff in cases of misconduct, incompetence or negligence (in which case the City shall co-operate with any disciplinary proceedings and shall be advised in writing by the Supplier of the outcome), or
- where the City has reasonable grounds for considering that the presence or conduct of a Supplier Staff at any location relevant to the performance of the Services is undesirable, require the exclusion of the relevant Supplier Staff from providing the Services.

17.3.3 The Supplier shall not, whether itself, or by any Supplier Staff, solicit or accept any gratuity, tip or any other form of money taking or reward, collection, consideration or charge for any part of the Services other than charges properly approved by the City in accordance with the provisions of the Agreement.

## **18. Inspection and Review by the City**

18.1 The Supplier shall undertake or refrain from undertaking such actions as the City shall reasonably request, to enable the City to undertake or comply with any assessment review or evaluation of its performance or review of the Services, including,

- a) supporting and assisting the City in preparing any report or review of the Services,
- b) complying with requests for information, data or other assistance made by the City including to:
  - i. enable the City to prepare a report,
  - ii. facilitate the audit of the City,
  - iii. facilitate the City preparing any statement, in response to a report of the City's auditor's or any other public body,
  - iv. assist the City in relation to any action taken by a Relevant Authority which arises from or is connected to the Services, and
  - v. enable the City to comply with any direction of a Relevant Authority,
  - vi. enable the City to report on performance indicators related to or arising from the Services,
  - vii. assist the City in any other review as may reasonably be required,
  - viii. assist the City in any other activity like or analogous to the above as the City may reasonably require.

## **19. Intellectual property and confidentiality**

19.1 Ownership in all documents relating to this Agreement shall transfer from the Supplier to the City immediately on termination of its appointment under this Agreement. In such circumstances, the Supplier shall hand over all such documents to the City immediately upon request (save that the Supplier may retain copies for its records).

- 19.2 The Supplier shall and shall procure that the Supplier Staff keep confidential and will not disclose to any person or use any Confidential Information or any technical, operational, administrative or business information relating to the City, the Services or this Agreement or any information which comes into the possession of the Supplier or the Supplier Staff in the course of providing the Services without the City's prior written authority except as may be required by Law. This restriction shall continue to apply after termination or expiry of this Agreement.
- 19.3 Subject to clause 19.4, the Parties shall keep confidential all matters relating to this Agreement and shall use all reasonable endeavours to prevent their representatives from making any disclosure to any person of any matters relating hereto.
- 19.4 Clause 19.3 shall not apply to any disclosure of information:
- a) required by any applicable Law, provided that clause 19 shall apply to any disclosures required under the FOIA or the Environmental Information Regulations;
  - b) that is reasonably required by persons engaged by a Party in the performance of that Party's obligations under this Agreement;
  - c) where a Party can demonstrate that such information is already generally available and in the public domain otherwise than as a result of a breach of clause 19.3;
  - d) by the City of any document to which it is a Party and which the Parties to this Agreement have agreed contains no Confidential Information;
  - e) which is already lawfully in the possession of the receiving Party, prior to its disclosure by the disclosing Party, and the disclosing Party is not under any obligation of confidence in respect of that information;
- 19.5 The Supplier shall indemnify and keep fully indemnified the City against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of any breach by the Supplier of this clause 19.
- 19.6 For the avoidance of doubt, the Application is third party licensed software and usage of the Application shall be in line with any terms and conditions set out therein. The Supplier shall ensure that all permissions are obtained by any applicable parties for reproduction within the Application to allow the performance of the Services detailed within the Contract Documents.

## **20. Indemnity, insurance and force majeure**

- 20.1 The Supplier will be liable to the City for all direct, reasonably foreseeable and properly mitigated loss, debt, damage, interest, cost and expense (including legal fees and expenses of litigation) incurred by the City whatsoever arising under any statute or at common law in respect to:
- personal injury to, or the death of, any person whomsoever; and
  - any loss of, or damage to, property (real or personal), to the extent that it is due to the negligence, or a breach of statutory duty, on the part of the Supplier, its servant or agents and arises out of, or during, or caused by, the conduct of the Services
- 20.2 Without prejudice to the Supplier's liability to the City under clause 20.1 the Supplier shall take out and maintain throughout the duration of this Agreement third party/public liability insurance in the amounts and for the risks stated in Schedule 2, Part 1, and employer's liability insurance in the amounts stated in Schedule 2, Part 2 and professional indemnity insurance in the amounts stated in Schedule 2, Part 3.
- 20.3 In relation to the insurance described in clause 20.2, the Supplier shall observe the general obligations set out in Schedule 2, Part [3] [4].

- 20.4 Provided it has complied with clause 20.3, if a party is prevented, hindered or delayed in or from performing any of its obligations under the Agreement by a Force Majeure Event (Affected Party), the Affected Party will not be in breach of the Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations will be extended accordingly.
- 20.4.1 The corresponding obligations of the other party will be suspended, and the time for performance of such obligations extended, to the same extent as those of the Affected Party.
- 20.4.2 The Affected Party must:
- as soon as reasonably practicable after the start of the Force Majeure Event, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Agreement ; and
  - use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 20.4.3 If the Force Majeure Event prevents, hinders, or delays the Affected Party's performance of its obligations for a continuous period of more than six weeks, the party not affected by the Force Majeure Event may terminate the engagement of the Provider under the Agreement by giving two weeks' written notice to the Affected Party

## **21. Disputes & Governing Law**

- 21.1 If any dispute arises out of the Agreement which cannot be amicably settled between the parties, then the parties will attempt to settle such dispute by mediation in accordance with the Model Mediation Procedure published by the Centre for Effective Dispute Resolution from time to time.
- 21.2 It is agreed that if the dispute remains unresolved 20 Working Days after it has arisen either party may refer the dispute to the English Courts, which will have exclusive jurisdiction to hear the matter.
- 21.3 The Agreement will be governed by and construed in accordance with the Laws of England and the parties submit to the exclusive jurisdiction of the English Courts

## **22. Default and Termination General**

- 22.1 The City may subject to clause 2.2 (**Term**) terminate the appointment of the Supplier under this Agreement by giving to the Supplier not less than three (3) months prior written notice.

## **23. Default and Recovery Plan**

- 23.1 The Supplier shall upon request from the City deliver to the City a Recovery Plan where a Default has occurred, and the City notifies the Supplier that remedial action is required to deal with such Default.
- 23.1.1 In the circumstances set out in clause 18.2 above the Supplier shall consult with the City and deliver a Recovery Plan to the City for its approval setting out the Supplier's proposals for remedying any Default and/or for avoiding a recurrence of such Default as may be appropriate,
- 23.1.2 A Recovery Plan shall:
- a) contain the reasons or explanation of why the Default occurred,



- b) set out what steps the Supplier propose to take to rectify and avoid a recurrence of the Default (including details of the appropriate timescales and procedures), and
  - c) be delivered to the City for its approval within 15 Working Days (or sooner if in the reasonable opinion of the City circumstances require it) from the relevant request made by the City in clause 23.1.2.
- 23.1.3 The City shall decide within 20 Working Days of the receipt of a Recovery Plan whether to accept or reject it. In the absence of notification from the City in writing to the Supplier (within 20 Working Days of the City receiving a Recovery Plan) of its decision to reject a Recovery Plan or to suggest amendments to it, such plan shall be deemed to have been accepted by the City,
- 23.1.4 The City may propose amendments to the Recovery Plan. The Supplier shall not unreasonably refuse to incorporate any amendments suggested by the City,
- 23.1.5 If the City rejects a Recovery Plan proposed by Supplier it shall notify the Supplier. In such circumstances the Supplier shall within a further 5 Working Days propose a revised Recovery Plan taking account of the City's reasons for rejection and any reasonable and appropriate amendments proposed by the City,
- 23.1.6 The Supplier shall implement the Recovery Plan as agreed by the City within the time limits contained in it,
- 23.1.7 If the Supplier fails to act with reasonable diligence in complying with this clause 23 or in seeking to implement the Recovery Plan a relevant General Default will become a Serious Default and the parties will follow the procedure set out in clause 25 of this Agreement

## **24. Suspension of Supplier's appointment**

Without prejudice to the City's rights to terminate the Agreement in clause 22 of this Agreement, if a right to terminate this Agreement arises in accordance with clause 25, the City may suspend the Supplier's right to receive Bookings from the City by giving notice in writing to the Supplier. If the City provides notice to the Supplier in accordance with this clause 24, the Supplier's appointment shall be suspended for the period set out in the notice or such other period notified to the Supplier by the City in writing from time to time.

## **25. Serious Default**

- 25.1 If a Serious Default has occurred the City may in its discretion,
- a) request a Recovery Plan in accordance with clause 232, or
  - b) if it wishes to terminate this Agreement the City shall serve written notice on the Supplier (**Termination Notice**). The Termination Notice must specify the type and nature of the Serious Default that has occurred,
- and subject to clause 25.2, this Agreement shall terminate 30 Working Days after the date of service on the Supplier of the Termination Notice,
- 25.2 The rights of the City (to terminate or otherwise) under this clause 25 are in addition (and without prejudice) to any other right which the City may have to claim the amount of loss or damage suffered by the City on account of any of the acts or omissions of the Supplier (or to take any action other than termination of this Agreement).

## **26. Consequences**

- 26.1 Notwithstanding any other provision of clauses 26.2 and 26.3 for the purpose of this Agreement, losses for which Supplier assumes responsibility and which shall be recoverable by the City shall include but not be limited to the following:
- a) Monies paid by the City pursuant to this Agreement in respect of any Services not provided in accordance with the Agreement.
  - b) The cost and expenses reasonably incurred by the City in contemplation of and pursuant to this Agreement to the extent that such costs and expenses are wasted if alternative or replacement Services are procured.
  - c) The cost and expense of reloading or reconstituting lost or corrupt data.
  - d) The cost and expense of implementing workarounds following a failure of the provision of Service.
  - e) Losses incurred by the City arising out of or in connection with any claim, demand, fine, penalty, action, investigation or proceeding by any third party (including any sub-contractor or regulator) against the City caused by the act or omission of the Supplier or sub-contractor or Supplier Staff.
- 26.2 The City may reduce payment (acting reasonably) in respect of any Services which the Supplier fails to provide or have provided inadequately, or where the calculation or amount of a payment is disputed (without prejudice to any other rights or remedies the City may have). Where any payment of the Fees is reduced in accordance with this clause the City must pay any undisputed element of the Fees promptly and within normal payment terms.
- 26.3 Following termination pursuant to clause 22.1, the Supplier shall be entitled to such proportion of the Fees as represents a fair and reasonable value of that part of the Services carried out up to the date of such termination provided always that the City may deduct from any such sum or sums the amount of any claim the City may have in respect of any breach and/or failure by the Supplier to observe or perform its obligations under this Agreement. For the avoidance of doubt, the City shall not in any circumstances be liable to the Supplier for any loss of profit, loss of contracts or other costs, losses and/or expenses arising out of or in connection with any such termination.
- 26.4 Notwithstanding the service of a notice to terminate the Agreement, the Supplier shall continue to fulfil its obligations under the Agreement until the date of expiry or termination of the Agreement or such other date as required under this clause 26.
- 26.5 Unless expressly stated to the contrary, the service of a notice to terminate the Agreement shall not operate as a notice to terminate any Contract made under the Agreement. Termination or expiry of the Agreement shall not cause any Contracts to terminate automatically. For the avoidance of doubt, all Contracts shall remain in force unless and until they are terminated or expire in accordance with their own terms
- 26.6 Within 30 (thirty) Working Days of the date of termination or expiry of the Agreement, the Supplier shall return or destroy at the request of the City any data, personal information relating to the City or its personnel or Confidential Information belonging to the City in the Supplier's possession, power or control, either in its then current format or in a format nominated by the City (in which event the City will reimburse the Supplier's reasonable data conversion expenses), together with all training manuals and other related documentation, and any other information and all copies thereof owned by the City, save that it may keep one copy of any such data or information for a period of up to 12 Months to comply with its obligations under the Agreement, or such period as is necessary for such compliance.

26.7 Termination of this Agreement shall be without prejudice to any accrued rights and obligations of either Party under this Agreement and or Occupancy Agreement as at the date of termination.

26.8 The provisions of clauses 26.1-26.7 shall survive the termination or expiry of the Agreement, together with any other provision which is either expressed to or by implication is intended to survive termination.

## **27. Complaints handling and resolution**

27.1 Within 2 (two) Working Days of a request by the City, the Supplier shall provide full details of a Complaint to the City, including details of steps taken to its resolution.

27.2 Without prejudice to any rights and remedies that a complainant may have at Law, including under the Agreement, and without prejudice to any obligation of the Supplier to take remedial action under the provisions of the Agreement, the Supplier shall use its best endeavours to resolve the Complaint within 10 (ten) Working Days and in so doing, shall deal with the Complaint fully, expeditiously and fairly.

## **28. Data Protection**

28.1 The terms for Data Protection shall be as set out in Schedule 6 of this Agreement.

## **29. Freedom of Information**

29.1 The Supplier recognises that the City is subject to legal duties which may require the disclosure of information under the FOIA or the Environmental Information Regulations or any other applicable Law governing access to information and that the City may be under an obligation to provide information on request. Such information may include matters relating to, arising out of or under this Agreement in any way.

29.2 The Supplier recognises that in order to facilitate openness with and accountability to its citizens the City's general view is that all relevant information concerning its contracts (including financial information) should be subject to disclosure unless the information:

29.2.1 is Commercially Sensitive Information and/or subject to an FOIA exemption, and

29.2.2 has expressly in writing been subject to a request from the Supplier not to disclose the information, to which request the City has expressly agreed in writing.

29.3 The Supplier hereby consents to disclosure of information by the City in accordance with the duties set out in clause 29.1.

29.4 In the event that the City receives a Request for Information governing access to information the City shall be entitled to disclose all information and documentation that is disclosable under FOIA and not exempt from disclosure. The City recognizes the importance to the Supplier of maintaining the confidentiality of information submitted to the City by the Supplier and, to the extent permitted by the FOIA, the City agrees to use its reasonable endeavours not to disclose any Commercially Sensitive Information to any third party for the period 10 Working Days from notification by the City to the Supplier pursuant to clause 28.5 below.

29.5 The City shall inform the Supplier as soon as practicable and in any event within 2 Working Days of any Request for Information received by it which relates to Commercially Sensitive Information of the Supplier and, to the extent permitted by Law, shall disclose to the Supplier the detail of the information being requested.

- 29.6 The City shall in accordance with the principles of natural justice consider any representations made to the City by the Supplier and shall inform the Supplier what information it intends to disclose to the person making the information request at least 2 Working Days before that disclosure is made.
- 29.7 In the event that the City incurs any costs, including but not limited to external legal costs, in seeking to maintain the withholding of the information at the request of the Supplier, including but not limited to responding to information notices or lodging appeals against a decision of the Information Commissioner in relation to disclosure, the Supplier shall fully indemnify the City.
- 29.8 In any event the City shall not be liable for any loss, damage, harm or other detriment however caused arising from the disclosure of any Commercially Sensitive Information or other information relating to this Agreement under the FOIA or other applicable Law governing access to information.
- 29.9 The Supplier shall assist the City to enable the City to comply with its obligations under the FOIA or other applicable Law governing access to information at the City's cost. In particular the Supplier acknowledges that the City is entitled to any and all information relating to the performance of this Agreement or arising in the course of performing this Agreement. In the event that the City receives a Request for Information, and it requires the Supplier's assistance in obtaining the information that is the subject of such request or otherwise, the Supplier will respond to any such request for assistance from the City at the City's cost promptly and in any event within 10 Working Days of receiving the City's request.

### **30. Prevention of bribery and prevention of fraud**

#### **30.1 The Supplier:**

- 30.1.1 shall not, and shall procure that the Supplier Staff shall not, in connection with this Agreement commit a Prohibited Act;
- 30.1.2 warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the City, or that an agreement has been reached to that effect, in connection with the execution of this Agreement, excluding any arrangement of which full details have been disclosed in writing to the City before execution of this Agreement.

#### **30.2 The Supplier shall:**

- 30.2.1 if requested, provide the City with any reasonable assistance, at the City's reasonable cost, to enable the City to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act;
- 30.2.2 within 10 Working Days of the date of this Agreement, and annually thereafter, certify to the City in writing (such certification to be signed by an officer of the Supplier) compliance with this clause 30 by the Supplier and all persons associated with it or other persons who are supplying goods or services in connection with this Agreement. The Supplier shall provide such supporting evidence of compliance as the City may reasonably request.

30.3 The Supplier shall have an anti-bribery policy (which shall be disclosed to the City) to prevent the Supplier Staff from committing a Prohibited Act and shall enforce it where appropriate.

30.4 If any breach of this clause 30 is suspected or known, the Supplier must notify the City immediately.

30.5 If the Supplier notifies the City that it suspects or knows that there may be a breach of this clause 30 the Supplier must respond promptly to the City's enquiries, co-operate with any investigation,

and allow the City to audit books, records and any other relevant documentation. This obligation shall continue for 7 years following the expiry or termination of this Agreement howsoever determined.

- 30.6 The City may terminate this Agreement by written notice with immediate effect if the Supplier, or the Supplier Staff (in all cases whether or not acting with the Supplier's knowledge) breaches this clause 30. In determining whether to exercise the right of termination under this clause 30.7, the City shall give all due consideration, where appropriate, to action other than termination of this Agreement unless the Prohibited Act is committed by the Supplier or a senior officer of the Supplier or by the Supplier Staff or supplier not acting independently of the Supplier. The expression "not acting independently of" (when used in relation to the Supplier Staff or a sub-contractor) means and shall be construed as acting:
- 30.6.1 with the authority or with the actual knowledge of any one or more of the directors of the Supplier or any sub-contractor (as the case may be); or
  - 30.6.2 in circumstances where any one or more of the directors of the Supplier ought reasonably to have had knowledge.
- 30.7 Any notice of termination under this clause 30 must specify:
- 30.7.1 the nature of the Prohibited Act;
  - 30.7.2 the identity of the party whom the City believes has committed the Prohibited Act; and the date on which this Agreement will terminate
- 30.8 Notwithstanding clause 30.3 any dispute relating to:
- 30.8.1 the interpretation of clause 30; or
  - 30.8.2 the amount or value of any gift, consideration or commission, shall be determined by the City and its decision shall be final and conclusive.
- 30.9 Any termination under clause 30 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the City.
- 30.10 The City shall be entitled to terminate the Agreement forthwith and to recover from the Supplier the amount of any loss resulting from such termination if in relation to any contract with the City the Supplier or the Supplier Staff or acting on his behalf shall:
- 30.10.1 have given any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972, or
  - 30.10.2 where collusion has taken place between two or more tenderers or parties in fixing or adjusting the bids submitted for the Agreement.
- 30.11 The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by any Supplier Staff (including its shareholders, members, directors) in connection with the receipt of monies from the City.
- 30.12 The Supplier shall notify the City immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.
- 30.13 If the Supplier or any Supplier Staff commits fraud in relation to this Agreement or any other contract with the City then the City may:
- 30.13.1 terminate the Agreement and recover from the Supplier the amount of any loss suffered by the City resulting from the termination, including the cost reasonably incurred by the City of making other arrangements for the supply of the Services and any additional expenditure incurred by the City throughout the remainder of the Term; or

30.13.2 recover, in full, from the Supplier any other loss sustained by the City in consequence of any breach of this clause.

### **31. Authorised Officer and Supplier's Representative**

#### **31.1 Authorised Officer**

31.1.1 The City shall within 15 Working Days of the date of this Agreement appoint a person to be its Authorised Officer,

31.1.2 The Authorised Officer may at any time notify the Supplier in writing of the appointment of one or more (but not more than five) representatives to whom he has delegated the performance or exercise of any function under this Agreement and such notice shall specify the name, office address, telephone and email address of such representative and shall define the matters in respect of which he has been given authority to act on behalf of the Authorised Officer,

31.1.3 The Authorised Officer shall have full authority to act on behalf of the City for all purposes of this Agreement. The Supplier shall be entitled to treat any act of the Authorised Officer as being expressly authorised by the City (save where the City has notified the Supplier) and shall not be required to determine whether any express authority has in fact been given. Any notice, information, instruction or other communication given by or made to the Authorised Officer shall be deemed to have been given or made to the City provided that it has been given, made or subsequently recorded in writing.

31.1.4 The Supplier shall afford to the Authorised Officer, and his representatives, access to all relevant information for the duration of the Authorised Officer's appointment.

#### **31.2 The Supplier's Representative**

31.2.1 The Supplier shall within 15 Working Days of the date of this Agreement appoint a person to be the Supplier's Representative.

31.2.2 The Supplier's Representative shall be the duly authorised representative of the Supplier for all purposes connected with this Agreement. Any notice, information, instruction or other communication given by or made to the Supplier's Representative shall be deemed to have been given to or made by the Supplier provided that it has been given, made or subsequently recorded in writing.

31.2.3 The Supplier's Representative may at any time notify the City in writing of the appointment of one or more (but not more than five) representatives to whom he has delegated the performance or exercise of any function under this Agreement and such notice shall specify the name, office address, telephone and email address of such representative and shall define the matters in respect of which he has been given authority to act on behalf of the Supplier's Representative.

#### **31.3 Notification**

31.3.1 The Parties shall within 15 Working Days of the date of this Agreement give the other Party written notification of their respective appointments of Authorised Officer and Supplier's Representative and such notification shall include the appointee's name, postal address of his offices, email address, and telephone number(s).

31.3.2 In the event a Party replaces the Authorised Officer or the Supplier's Representative (as the case may be) it shall give written notice to the other Party within 15 Working Days of such replacement such notification shall include the information stipulated in clause 31.3.1.

31.3.3 Written notice referred to in this clause 31 may be given by electronic mail.

## **32. Ombudsman**

- 32.1 Where any investigation by an Ombudsman arises from the provision or omission to provide the Services the Supplier shall:
- 32.1.1 provide any information requested in the timescale allotted,
  - 32.1.2 attend any meetings as required and permit its personnel so to attend,
  - 32.1.3 promptly allow access to and investigation of any documents deemed to be relevant,
  - 32.1.4 allow itself and any Supplier Staff deemed to be relevant to be interviewed,
  - 32.1.5 allow itself and any Supplier Staff to appear as witness in any ensuing proceedings, and
  - 32.1.6 co-operate fully and promptly in every way required by the Ombudsman during the course of that investigation.
- 32.2 For the avoidance of doubt, no additional payment shall be made to the Supplier for performing the requirements set out in this clause 32.
- 32.3 Where any investigation is conducted by the Ombudsman concerning the provision of the Services or any other action by the Supplier or the Supplier Staff, then the City shall be entitled to recover from the Supplier the full cost it may have incurred in such investigation and such financial redress or other compensation ordered by the Ombudsman.

## **33. Delegation & Third Party Rights**

- 33.1 The Supplier may sublet to, or sub-contract with any third-party for all, or any part, of the Services provided that:
- 33.1.1 prior written permission has been obtained by the Supplier from the Director or Authorised Officer ;
  - 33.1.2 the proposed terms and conditions of the sub-contract are approved by the Director or Authorised Officer which approval will not be unreasonably withheld or delayed; and
  - 33.1.3 the Supplier makes such third-party aware of the requirement for the third-party to comply with the Living Wage Policy Statement in respect of that part of the provision of the Services which is sub-let or sub-contracted to the third-party.
- 33.2 The Supplier must not appoint a sub-contractor in relation to the provision of the Services if there are compulsory grounds for excluding the sub-contractor under regulation 57 of the Public Contracts Regulations 2015. The Supplier must include in any sub-contract awarded by it in relation to the provision of the Services provisions requiring that:
- 33.2.1 payment due to the sub-contractor under the sub-contract is made no later than 30 days after receipt of a valid and undisputed invoice, unless the Agreement requires the Supplier to make earlier payment to the sub-contractor;
  - 33.2.2 invoices for payment submitted by the sub-contractor are considered and verified by the Supplier in a timely fashion;
  - 33.2.3 undue delay in considering and verifying invoices is not sufficient justification for failing to regard an invoice as valid and undisputed; and

- 33.2.4 any contract awarded by the sub-contractor in relation to the provision of the Services includes provisions to the same effect as set out in this clause 33.
- 33.3 The Supplier may not assign, or otherwise purport to transfer, any rights or obligations under the Agreement, or any part of them.
- 33.4 The City may assign the benefit or any right or any other interest in the Order by way of absolute legal assignment only provided that not more than two successive assignments will be permitted without the Supplier's prior written consent.
- 33.5 Except as provided in this Agreement where applicable:
  - 33.5.1 nothing in the Agreement confers or purports to confer any rights to enforce any of its terms pursuant to the Contracts (Rights of Third Parties) Act 1999 on any person who is not a party to the Agreement ; and
  - 33.5.2 the rights of the parties to rescind or vary the Agreement are not subject to the consent of any other person.

#### **34. Waiver**

- 34.1 Failure by the City at any time to enforce the provisions of the Agreement or to require performance by the Supplier of any of the provisions of the Agreement shall not be construed as a waiver of any such provision and shall not affect the validity of the Agreement or any part thereof or the right of the City to enforce the provision in accordance with its terms.

#### **35. General provisions**

- 35.1 Nothing in this Agreement and any Appointment shall create, or be construed as creating, a partnership between the City and the Supplier and neither Party shall conduct itself in such a way as to create an impression that such a partnership exists.
- 35.2 It is acknowledged that, whatever the manner in which the Parties have executed this Agreement, the period of limitations applicable to any claim or claims arising out of or in connection with this Agreement shall be six (6) years from the date when the cause of action arose.
- 35.3 In the event of any discrepancy between the terms of this Agreement and the terms of any or Occupancy Agreements or Offer of Accommodation Letter, the terms of the Occupancy Agreements or Offer of Accommodation Letter shall prevail.
- 35.4 If any term, condition or provision of this Agreement shall be held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall not affect the validity, legality and enforceability of the other provisions or any other documents referred to in this Agreement.

#### **36. Change**

- 36.1 The City and the Supplier may agree a change or amendment to this Agreement provided that:
  - 36.1.1 the change or amendment is set out in writing, and agreed in accordance with the Agreement Variation Procedure set out in Schedule 4;
  - 36.1.2 the change is signed and dated by the Authorised Officer and the Supplier's Representative.
- 36.2 In the event Law is amended to the extent that:
  - 36.2.1 the City does not have the power to commission a Service, or



- 36.2.2 funding arrangements (including but not limited to Housing Benefit) are changed to the extent that they are not sufficient to fund a service, then the City and the Supplier shall co-operate and work together to the benefit of the Parties to this Agreement to amend the services to reflect Law or available funding including but not limited to reducing the Fee, rent or varying or terminating a Service.
- 36.3 For the avoidance of doubt, the Supplier shall neither be relieved of its obligations to supply the Services (or any part of the services) in accordance with this Agreement nor be entitled to an increase in the Fees as a result of:
- a) a general change in Law; or
  - b) a specific change in any Law where the effect of that specific change in that Law on the services is reasonably foreseeable at the starting date; or
  - c) an EU status change.

### **37. Entire agreement**

- 37.1 This Agreement, the Schedules, the, the Occupancy Agreements and the Offer of Accommodation Letter and the documents annexed to it or otherwise referred to in it contain the whole agreement between the Parties relating to the subject matter hereof and supersedes all prior agreements, arrangements and understandings between the Parties relating to that subject matter, provided that nothing in this clause 37 shall operate to exclude any liability for fraud.
- 37.2 Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

### **38. Modern Slavery, Child Labour and Inhumane Treatment**

38.1 The Supplier:

- 38.1.1 shall not use, nor allow its sub-contractors to use forced, bonded or involuntary prison labour;
- 38.1.2 shall not require any Supplier Staff or sub-contractor staff to lodge deposits or identify papers with the Supplier or sub-contractor (as applicable) and shall be free to leave their employer after reasonable notice;
- 38.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world;
- 38.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world;
- 38.1.5 shall make reasonable enquires to ensure that the Supplier Staff have not been convicted of slavery or human trafficking offenses anywhere around the world;
- 38.1.6 shall have and maintain throughout the term of the Agreement its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its sub-contractors anti-slavery and human trafficking provisions;
- 38.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under the Agreement;

- 38.1.8 if required by the City, shall prepare and deliver to the City, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance;
- 38.1.9 shall not use, nor allow any of the Supplier Staff to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of any Supplier Staff;
- 38.1.10 shall not use or allow child or slave labour to be used by its sub- contractors;
- 38.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its sub-contractors to the City.

This Agreement has been signed underhand on the date stated at the beginning of it.

Signed for on and behalf of and with the authority of  
**THE MAYOR AND COMMONALTY AND CITIZENS  
OF THE CITY OF LONDON**

Signed for and on behalf and with the authority of  
**[Supplier]**

.....

Director

.....

Director / Secretary

## **Schedule 1**

### **Self-Billing**

Where the City elects to adopt Self-Billing as set out in clause 9, the following clauses shall be amended and deemed incorporated into the Agreement:

**Contract** means the agreement in respect of the provision of the Services consisting of the following listed documents which shall be interpreted as a single contractual arrangement:

- 1 The Agreement
- 2 The Self-Billing Agreement
- 3 The Specification

collectively called the “**Contract Documents**”

**Self-Bill Invoice** means the invoice produced via the Application on the Supplier’s behalf, through which the Technology Provider shall process payment,

**Self-Billing Agreement** means the separate agreement between the Supplier and the City, whereby the Supplier agrees to receive pre-populated Self-Bill Invoices generated through the Application for the billing of the appropriate price and payment, The template for the Self -Billing Agreement is appended to this Schedule 1.

**Technology Provider** means the owner and provider of the Application, Access UK Ltd (registered company, who shall also act as the City’s payment agent,

1. In the event of a conflict between the terms of any of the Contract Documents, then the documents shall take precedence in the following order:
  - The Agreement
  - The Self-Billing Agreement.
2. The Supplier shall submit all Service Receipts within the Application within a timely manner. The City reserves the right to consolidate each Service Receipt into such frequent Self-Bill Invoices as set out in the Self-Billing Agreement.
- 3.1 In consideration of the provision of the Services by the Supplier in accordance with the terms and conditions of the Contract Documents, the City shall pay the Fees to the Supplier in accordance with the Self-Billing Agreement.
- 3.2 In respect of works and services only, unless stated otherwise in the Billing Agreement or this Agreement:
  - 3.2.1 the Fees are inclusive of Living Wage and all Annual Uplifts which the Supplier must absolve for the duration of the Term under the Agreement ; and
  - 3.2.2 the Supplier must implement any Annual Uplifts within one month following the announcement of the increases in the Living Wage from the Living Wage Foundation.
- 3.3 The City shall only raise a Self-Bill Invoice on behalf of the Supplier once the appropriate Service Receipt has been created and agreed between the Parties within the Application and becomes payable in accordance with the Self-Billing Agreement.
- 3.4 The City shall pay the Fees which have become payable in accordance with the Self-Billing Agreement within thirty (30) days of the appropriate undisputed Self-Bill Invoice having been raised.
- 3.5 For the avoidance of doubt, the Supplier acknowledges and accepts that the Fees due for the Services provided under the Contract shall be paid by the City via the Technology Provider, acting as the City’s payment agent.

3.6 The Supplier must ensure that all of the Supplier Staff are paid no less than the London Living Wage applicable at the time of delivery of Services.

## APPENDIX - TEMPLATE FOR SELF-BILLING AGREEMENT

### SELF-BILLING AGREEMENT

This Self-Billing Agreement made as of the **XX/XX/XXXX** ("Effective Date")

#### BETWEEN

- 1) **The Mayor and Commonalty and Citizens of the City of London** (the "City"); and
- 2) **The Provider** (the "Provider" as specified by the associated Accreditation)

(Each a "Party", together the "Parties")

#### WHEREAS:

- A. The City and the Provider have entered into agreement(s) which govern the relationship between the Parties. The City and the Provider have agreed that the Provider will issue (and make available to the City in copy) relevant Booking Letters to signify occupancy of the Accommodation.
- B. The City and the Provider have agreed to use a self-billing procedure for all transactions (the "Relevant Transactions") in respect of the Services;
- C. The City and the Provider shall adhere to the conditions imposed by HM Revenue and Customs in respect of self-billing invoices, as may be amended from time to time;
- D. The City and the Provider agree that this Self-Billing Agreement shall be incorporated into the terms and conditions of each of the Provider Agreements.

#### Definitions:

In this Self-Billing Agreement:

**"Access Adam"** refers to Access UK Ltd (registered company # 02343760) which is the provider of the Application (Adam Housing);

**"Application"** means the proprietary web-based software called Adam Housing, which is owned and operated by Access Adam, or such other technology as may be agreed between the parties;

**"Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer"** take the meaning given in the GDPR;

**"Registration, Accreditation and Enrolment"** means the process of approval of Providers for admission to the OAPL via the evaluation of Enrolment Applications received from Providers to ensure these fulfil the City's Selection Criteria for delivery of the Services;

**"Self-Billing Invoice"** means an invoice generated through the Adam Housing Application on the Provider's behalf in accordance with the Self- Billing Procedure;

**"Self-Billing Procedure"** means the arrangements agreed between the Provider and the City which invoices billing the City or Services provided to it by the Provider are generated at regular intervals through the Adam Housing Application and payment in respect of the invoices is processed;

**"Service Receipt or Receipts"** means a record of Services delivered over a stated period and of the Charges for them, on the Adam Housing Application for agreement by the City

**"Services"** means the accommodation services that the City agrees to provide to the City pursuant to a Booking awarded in accordance with this Supplier Agreement as more fully described in the Service Specification.

### **Agreement Details:**

1. The City has contracted with Access UK Ltd to provide a web-based software system, namely Adam Housing or such other technology as may be agreed between the City and Access from time to time (the "Application"), to enable the City to procure Services via the OAPL in compliance with the Public Contract Regulations.
2. The Provider hereby agrees:
  - i. to accept electronically delivered Self-Bill Invoices raised on its behalf by the City in respect of all Relevant Transactions;
  - ii. not to issue VAT invoices in respect of the Services;
  - iii. where for internal compliance reasons it raises dummy invoices, the Provider will reconcile such dummy invoices to the Self-Bill Invoice.
  - iv. to reconcile their account with any factoring company as may be applicable from time to time.
  - v. to only submit paper-copy Service Receipts where pre-agreed in writing with the City ;
  - vi. subject to (v) above, to ensure the Technology's Service Receipt submission system is used to capture all hours or services worked in respect of the Services;
  - vii. to ensure that rates, hours, hour types and expenses are verified prior to submission or online entry of Service Receipts;
  - viii. to raise any discrepancies between a Self-Billing Invoice received from the City and invoicing data in its internal records within thirty (30) days of receipt of such Self-Bill Invoice;
  - ix. to notify the City immediately if the Provider changes its VAT registration number, ceases to be VAT registered or sells or otherwise disposes of all or part of its business;
  - x. to respond to any request for confirmation of its VAT registration details within seven (7) days of receipt of the request.
3. The Provider agrees and acknowledges that where there is any breach whatsoever of Clause 2 above, the City may at its sole discretion delay or not process payment of the sums due to the Provider from such Self-Bill Invoices that the breach pertains to. The provider will be permitted to submit mitigating circumstances that may have resulted in the breach for the City's consideration when exercising their discretion to delay or not process payment.
4. The City agrees:
  - i. wherever reasonably possible, to provide a valid Self-Billing VAT invoice, if applicable, to the Provider on a weekly basis;
  - ii. to include on each invoice the Provider's name, address and VAT registration number, invoice total and details of applicable VAT at the prevailing rate;
  - iii. to inform the Provider of any relevant changes to the City's VAT registration status, and enter into a new Self-Billing agreement should this be necessary;
  - iv. Subject to the correction of any errors in a self-billing invoice within twenty-eight (28) days of a self-billing invoice having been raised (from the Provider self-bill date), in accordance with the self-billing procedure, the charges in the self-billing invoice shall be payable by the City.
5. The City will not accept any liability for payment of any of the Provider's services where the Provider does not hold a valid signed/approved Service Receipt, as applicable, or where the

Service Receipt has not been authorised via the Technology’s online Service Receipt system, Adam Housing, or such other application as directed by the City from time to time.

6. For the avoidance of doubt, any payment properly due to the Provider will be made in accordance with the terms and conditions of the Agreement between the Parties.
7. The Parties shall, without limitation to the aforementioned, comply at all times with all conditions imposed by HM Revenue & Customs in respect of Self-Bill invoicing processes.
8. The Provider acknowledges and accepts that the Self-Bill process made under this Self-Billing Agreement shall be performed via the Technology Provider acting as the City’s third-party, payment Provider, (Access UK Ltd (registered company number: 02343760) or such other body as may be appointed by the City from time to time. For the avoidance of doubt, this arrangement shall not be construed as transferring to the Provider any debt that is owed by the City to the Provider, and any disputes regarding the Relevant Transactions must be managed between the Provider and the City directly.
9. For the avoidance of doubt, this Self-Billing process shall be subject to annual review by the parties.
10. This Self-Billing Agreement shall be read in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English courts.

.....

Signed for and on behalf of and with the authority of the Mayor and Commonalty and Citizens of the City of London.

Signed for and on behalf of and with the authority of the Provider

Dated .....

## **Schedule 2 Insurance**

### **Part 1 – Third Party/Public Liability Insurance (Public & Products Liability Insurance)**

Third party/public liability insurance cover shall be taken out by the Supplier in the amount of not less than £5 million for each and every event with the number of events unlimited in respect of:

- (i) any liability, damage, loss, expense, cost, claim or proceedings in respect of personal injury to or death or any person arising out of or in connection with the performance of the Services, and
- (ii) any liability, damage, loss, expense, cost, claim or proceedings in respect of loss, injury or damage to any property (other than any Premises themselves) insofar as the same is due to any negligence, omission or default of the Supplier or any individual or organisation for whom it is responsible.

### **Part 2 – Employers Liability Insurance**

Employers Liability insurance cover shall be taken out by the Supplier in the amount of not less than the legal minimum as set out by the Employers' Liability (Compulsory Insurance) Act 1969; or £5 million for each and every event with the number of events unlimited, (whichever is highest)

### **[Part 3 – Professional Indemnity Insurance [Note: applies for Private Sector Leasing only]**

Professional Indemnity insurance cover shall be taken out by the Supplier in the amount of not less than £250,000 for each and every event with the number of events unlimited.]

### **Part [3] [4] - Insurance – General**

In relation to all insurances described in this Agreement:

- i The insurer shall be a reputable company trading in [one or more member states of the European Union]/[the UK],
- ii The Supplier shall promptly pay all premiums and shall provide evidence of insurance cover to the City upon request,
- iii The Supplier shall comply with all the terms of its insurance policies and shall follow all required claims procedures,
- iv The Supplier shall not knowingly do anything to invalidate any insurance cover or fail to make any claim affecting the Services and shall immediately notify the City in the event of any change of circumstances affecting any insurance cover,
- v The Supplier shall produce evidence to the City of all exclusions and deductibles and such exclusions and deductibles shall be reasonable and approved in advance by all parties covered by the relevant insurance. The Supplier shall notify the City of any changes to such exclusions and deductibles and the City, acting reasonably at all times, shall either approve the new exclusions or deductibles or shall be entitled to terminate the appointment of the Supplier,
- vi The Supplier will notify the City of all additional levels of insurance cover carried by it from time to time in excess of the minimum levels of cover stated in [Parts 1 and 2] [Parts 1, 2 and 3].

All notifications to the City required under this Schedule 2 will be made via the Application.



**Schedule 3**  
**Payment Schedule**

As specified within each individual enrolment and / or Requirement placed and agreed within the Application and further agreed by both Parties within the Service Agreement.

**Schedule 4**  
**Service Specification (including property standards)**



**Schedule 5**  
**Contract Management and Performance Metrics**

**Reporting and Meetings**

The exact timings and frequencies of Review Meetings referred to in Clause 16 (Reporting and Meetings) shall be determined by the City but shall be no more than annually throughout the Term. The agenda for each such Review Meeting will be set by the City and communicated to the Supplier in advance of that meeting.

The Supplier will operate and maintain appropriate systems, processes and records to ensure that it can provide Management Information to the City at each Review Meeting or more frequently at the reasonable request of the City

**Schedule 6**  
**Conditions relating to Data Protection**

**1. Introduction**

1.1 In this Schedule 6 (Conditions relating to Data Protection), unless the context in which the words appear requires otherwise, the following words and expressions will have the following meanings:

- **Consent** means a freely given, specific, informed and unambiguous indication (by a statement or by a clear affirmative action) by which the relevant Data Subject has agreed to the relevant transfer(s) and/or processing of the Shared Personal Data relating to him, her or they, that has not been withdrawn;
- **Data Loss Event** means any event that results, or may result, in unauthorised access to Personal Data held by the Provider under the Order, and/or actual or potential loss and/or destruction of Personal Data in breach of the Order, including any Personal Data Breach;
- **Data Processing Authorisation** means a written authorisation to process the Client's Personal Data issued by the Controller;
- **Data Protection Law** means the GDPR; the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; and all applicable law relating to the processing of Personal Data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner;
- **Data Subject Access Request** means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Law to access their Personal Data;
- **DP complaint** means a complaint or request relating to either party's obligations under Data Protection Law relevant to the Order and/or the processing of any of the Shared Personal Data, including any compensation claim from a Data Subject or any notice, investigation or other action from the Information Commissioner's Office (ICO) relating to the foregoing (and Complainant means the ICO, Data Subject or other person initiating or conducting a DP complaint);
- **GDPR** means the retained European Union law version of the General Data Protection Regulation ((EU) 2016/679) as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (SI 2019/419);
- **Permitted Purpose** means the performance of the Commission under or pursuant to the Order and any other lawful purpose agreed on writing by the parties;
- **Protective Measures** means 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 such measures adopted by it
- **Shared Personal Data** means Personal Data disclosed by one party to the other for the Permitted Purpose;
- **Sub-processor** means any third-party appointed to process Personal Data on behalf of the Provider related to the Order; and references to Controller, Processor, Data Subject, Personal Data, Personal Data Breach, and Data Protection Officer are to be interpreted by reference to the meaning given to those terms in the prevailing Data Protection Law.

Where so stated in the Agreement, one or more of the following clauses will apply to the Agreement.

## **1.2 Controller to Controller transfers within the EEA:**

- 1.2.1 The Supplier does not act as the Processor for the City pursuant to the Agreement. It is acknowledged by each party that they act as a Data Controller when processing the Shared Personal Data and no party is processing personal data on behalf of another party pursuant to the Agreement
- 1.2.2 Each party will be a Controller of the Shared Personal Data. If a party shares the Shared Personal Data with another party, it will be shared and managed in accordance with the terms of this clause 9.
- 1.2.3 Each party will comply with all Data Protection Law in connection with the Agreement and with the exercise and performance of its rights and obligations under clause 9
- 1.2.4 Each party will ensure that:
- all Shared Personal Data transferred is accurate and up-to-date and is collected, processed, and transferred in accordance with Data Protection Law;
  - each relevant Data Subject has been provided with sufficient information (in an appropriate form) to enable fair, transparent and lawful processing (including sharing) of the Shared Personal Data for the Permitted Purpose in accordance with the obligations of each party under the Data Protection Law;
  - the Shared Personal Data is transferred and received in a secure manner using appropriate technical and organisational security measures complying with the obligations of each party under Data Protection Law;
  - to the extent permitted by law, it will immediately notify each other party if it becomes aware of any change or circumstance which will, may or is alleged to impact the lawfulness of any processing of the Shared Personal Data (including if a Data Subject withdraws any necessary Consent or requests their Shared Personal Data is no longer processed or is erased or if any of the Shared Personal Data is not accurate or up-to date), together with full details of the circumstances and (immediately once available) revised and corrected data;
  - it will not by any act or omission cause the other party (or any other person) to be in breach of any Data Protection Law; and
  - it will keep copies of all notices, Consents or other records and information necessary to demonstrate its compliance with clause 9, and promptly (and in any event within 5 Working Days) on request from time to time from the other party provide it with copies of all such notices, Consents or other records and information.
- 1.2.5 Responsibility for compliance with and responding to:
- any Data Subject Access Request, falls on the party which first received such Data Subject Access Request;
  - any DP complaint, falls on the party which receives the DP complaint from a Complainant;
  - the respective obligations of each party in respect of any Personal Data Breach (including notification of the ICO and/or Data Subject(s)) impacting or relating to any Shared Personal Data in its possession or control (or any third party with whom it has shared such data) falls on the party responsible for the breach; and

- the respective obligations of each party under Data Protection Law (including any obligation to notify the ICO and/or Data Subject(s) of any other Personal Data Breach) falls on the party subject to such obligation(s) under Data Protection Law.
- 1.2.6 Each party will promptly co-operate with and provide reasonable assistance, information, and records to the other to assist the other party with its compliance with Data Protection Law and in relation to all DP complaints, Data Subject Access Requests, and investigations by the ICO.
- 1.2.7 Without prejudice to any other right or remedy a party may have against another, each party (the Responsible Party) will be liable to the other party for:
- all losses, claims, damages, liabilities, fines, sanctions, interest, penalties, costs, charges, expenses, compensation paid to Data Subjects (including compensation to protect goodwill and ex gratia payments), demands and legal and other professional costs (in each case whether or not arising from any investigation by, or imposed by the ICO) incurred by the other party and arising out of or in connection with any breach by the Responsible Party of its obligations under clauses 1.2 - 1.2.6 (inclusive); and
  - all amounts paid or payable by the other party to a third-party which would not have been paid or payable if the Responsible Party's breach of clause 1.2 to 1.2.6 (inclusive) had not occurred.
- 1.2.8 Except as provided in clause 1.2.7, each party will pay its own costs and expenses incurred in connection with the performance of this schedule 6.
- 1.2.9 The provisions of this schedule 6 are intended to survive by their nature shall survive upon termination or expiry of the Agreement and will continue indefinitely.

### **1.3 Data Processing on behalf of the Client within the EEA:**

- 1.3.1 Except as otherwise indicated in clause 1.3.6 (where applicable) or in the Agreement, for the purposes of the Data Protection Law the City is the Controller in respect of the City's Personal Data and the City's Data Protection Officer is its Comptroller and City Solicitor. The Supplier is the Processor.
- 1.3.2 The Supplier may not process the City's Personal Data unless expressly authorised in writing to do so by a Data Processing Authorisation issued by the Controller. The Supplier (within 5 Working Days) on request from time to time from the other party provide it with copies of all such notices, Consents or other records and information.
- 1.3.3 Responsibility for compliance with and responding to:
- any Data Subject Access Request, falls on the party which first received such Data Subject Access Request;
  - any DP complaint, falls on the party which receives the DP complaint from a Complainant;
  - the respective obligations of each party in respect of any Personal Data Breach (including notification of the ICO and/or Data Subject(s)) impacting or relating to any Shared Personal Data in its possession or control (or any third party with whom it has shared such data) falls on the party responsible for the breach; and
  - the respective obligations of each party under Data Protection Law (including any obligation to notify the ICO and/or Data Subject(s) of any other Personal Data Breach) falls on the party subject to such obligation(s) under Data Protection Law.

- 1.3.4 Each party will promptly co-operate with and provide reasonable assistance, information, and records to the other to assist the other party with its compliance with Data Protection Law and in relation to all DP complaints, Data Subject Access Requests, and investigations by the ICO.
- 1.3.5 Without prejudice to any other right or remedy a party may have against another, each party (the Responsible Party) will be liable to the other party for:
- all losses, claims, damages, liabilities, fines, sanctions, interest, penalties, costs, charges, expenses, compensation paid to Data Subjects (including compensation to protect goodwill and ex gratia payments), demands and legal and other professional costs (in each case whether or not arising from any investigation by, or imposed by the ICO) incurred by the other party and arising out of or in connection with any breach by the Responsible Party of its obligations under this schedule 6; and
  - all amounts paid or payable by the other party to a third-party which would not have been paid or payable if the Responsible Party's breach of clauses 1.3.2 to 1.3.4 (inclusive) had not occurred.
- 1.3.6 Except as provided in clause 1.3.5, each party will pay its own costs and expenses incurred in connection with the performance of this schedule 6.
- 1.3.7 The provisions of this schedule 6 are intended to survive by their nature shall survive upon termination or expiry of the Agreement and will continue indefinitely.

#### **1.4 Data Processing on behalf of the Client within the EEA:**

- 1.4.1 Except as otherwise indicated in clause 1.4.16 (where applicable) or in the Agreement, for the purposes of the Data Protection Law the City is the Controller in respect of the City's Personal Data and the City's Data Protection Officer is its Comptroller and City Solicitor. The Supplier is the Processor.
- 1.4.2 The Supplier may not process the City's Personal Data unless expressly authorised in writing to do so by a Data Processing Authorisation issued by the Controller. The Supplier must notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Law.
- 1.4.3 Where required by the Controller, prior to commencing any processing the Supplier must provide reasonable assistance to the Controller in the preparation of an assessment of the impact of the envisaged processing on the protection of Personal Data. At the discretion of the Controller, such assistance may include:
- a systematic description of the envisaged processing operations and the purpose of the processing;
  - an assessment of the necessity and proportionality of the processing operations in relation to the Agreement;
  - an assessment of the risks to the rights and freedoms of Data Subjects; and
  - the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 1.4.4 In relation to any Personal Data processed pursuant to the Agreement, the Supplier must:
- process that Personal Data only in accordance with the Data Processing Authorisation, unless the Supplier is required to do otherwise by the applicable law. If it is so required, the Supplier must promptly notify the Controller before processing the Personal Data unless prohibited by the applicable law;



- 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:
  - nature of the data to be protected,
  - harm that might result from a Data Loss Event,
  - state of technological development, and
  - cost of implementing any measures;
- ensure that:
  - the Supplier’s personnel do not process Personal Data except in accordance with the Agreement and the Data Processing Authorisation,
  - it takes reasonable steps to ensure the reliability and integrity of any Supplier personnel who have access to the Personal Data and ensure that they:
    - are aware of and comply with the Provider’s duties under this schedule 6;
    - are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor,
    - 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 the Agreement and have undergone adequate training in the use, care, protection, and handling of Personal Data; and
- not transfer Personal Data outside of the United Kingdom (except to a country or territory within the European Economic Area) unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
  - the Controller or the Supplier has provided appropriate safeguards in relation to the transfer (in accordance with Article 46 of the GDPR) as determined by the Controller,
  - the Data Subject has enforceable rights and effective legal remedies,
  - the Supplier complies with its obligations under the Data Protection Law 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
  - the Supplier complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data; and
- at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Supplier is required by the applicable law to retain the Personal Data.

1.4.5 Subject to clause 1.4.6, the Supplier must notify the Controller immediately if it:

- receives a Data Subject Access Request (or purported Data Subject Access Request);
- receives a request to rectify, block or erase any Personal Data;
- receives any other request, complaint or communication relating to either party's obligations under the Data Protection Law;
- receives any communication from the Information Commissioner or any other regulatory authority relating to Personal Data processed under the Agreement ;

- 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 applicable law; or
  - becomes aware of a Data Loss Event.
- 1.4.6 The Supplier's obligation to notify under clause 1.4.5 include the provision of further information to the Controller in phases, as details become available.
- 1.4.7 Taking into account the nature of the processing, the Provider must provide the Controller with full assistance in relation to either party's obligations under Data Protection Law and any complaint, communication or request made under clause 1.4.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
- the Controller with full details and copies of the complaint, communication, or request 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 Law;
  - the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
  - assistance as requested by the Controller following any Data Loss Event;
  - 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.
- 1.4.8 Except as provide otherwise in clause 1.4.9, the Supplier is to maintain complete and accurate records and information to demonstrate its compliance with this schedule 6.
- 1.4.9 The requirements set out in clause 1.4.8 do not apply where the Supplier employs fewer than 250 staff, unless:
- the Controller determines that the processing is not occasional;
  - the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
  - the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 1.4.10 The Supplier must designate a Data Protection Officer if required by the Data Protection Law.
- 1.4.11 Before allowing any Sub-processor to process any Personal Data related to the Agreement, the Supplier must:
- notify the Controller in writing of the intended Sub-processor and processing;
  - obtain the written consent of the Controller;
  - enter into a written agreement with the Sub-processor which give effect to the terms set out in this schedule 6 such that they apply to the Sub-processor; and
  - provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.
- 1.4.12 The Supplier will remain liable for all acts or omissions of any Sub-processor.

- 1.4.13 The Supplier may, at any time on not less than 25 Working Days' notice, request that the terms of this schedule 6 as they apply to the Agreement be revised or replaced with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme which subject to the written agreement of the Controller will apply when incorporated by attachment to the Agreement
- 1.4.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 25 Working Days' notice to the Supplier amend the Agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 1.4.15 Notwithstanding any other provision of the Agreement , the Supplier will be liable to the Controller for all direct, reasonably foreseeable and properly mitigated loss, debt, damage, interest, cost and expense (including legal fees and expenses of litigation) incurred by the Controller because of any breach by the Supplier of the terms of this schedule 6.
- 1.4.16 If the City enters into the Agreement in its capacity as Police Authority, or the Agreement involves the processing of City of London Police Personal Data:
- the definition of Data Protection Law also includes EU Regulation 2016/680 (The Law Enforcement Directive);
  - the Commissioner of Police for the City of London is the Controller for City of London Police Personal Data, and his Data Protection Officer is his Director of Information; and
  - the Commissioner of Police for the City of London has the right pursuant to the Contracts (Rights of Third Parties) Act 1999, to enforce a term of the Agreement in respect of any confidentiality or data protection issues as if he were a party to the Agreement

## 1.5 Data Transfers under separate agreement

- 1.5.1 Where so stated in the Agreement, the parties will enter into either:
- Option A: an International Data Transfer Agreement;
  - Option B: an International Data Transfer Addendum; or
  - Option C: a bespoke data transfer or data sharing agreement on terms agreed between the parties, (each being a Data Transfer Agreement).
- 1.5.2 The Supplier must, within 10 Working Days of receipt of engrossments from the City execute and deliver to the City the Data Transfer Agreement in the relevant form.
- 1.5.3 If the Supplier fails to deliver to the City the Data Transfer Agreement requested by the City under clause 1.5.2 within the timescale specified in that clause, the City will be entitled to withhold any payment or further payment which would otherwise be due to the Supplier under the Agreement until such Data Transfer Agreement has been so delivered to the City.

**Schedule 6A**  
**Data Processing Authorisation**

Pursuant to clause [ ] of the Agreement between (1) THE MAYOR AND COMMONALTY AND CITIZENS OF THE CITY OF LONDON ('the City') and (2) [ ] (the 'Supplier') dated [ 20 ] relating to [ ], [ ] is hereby authorised by [ ] to process Personal Data as follows:

Subject matter of the processing:	<i>[This should be a high level, short description of what the processing is about i.e. its subject matter]</i>
Duration of the processing:	<i>[Clearly set out the duration of the processing including Dates]</i>
Nature and purposes of the processing:	<i>[Please be as specific as possible, but make sure that you cover all intended purposes. 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. The purpose might include employment processing, statutory obligation, recruitment assessment etc]</i>
Type of Personal Data:	<i>[Examples here include name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.]</i>
Categories of Data Subject:	<i>[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a 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 be returned or destroyed]</i>
The City reserves the right to cancel, suspend or modify this authorisation at any time upon further written notice to the Provider.	

**Schedule 7  
Standard Occupancy Agreement**

Department of Community and Children's Services  
Judith Finlay  
Director of Community and Children's Services



Customer Name  
Address 1  
Address 2  
Address 3  
Address 4  
Address 5

Telephone: 020 7332 1804  
Email homeless@cityoflondon.gov.uk  
Date: DATE

Dear CUSTOMER NAME,

You have been placed in Interim Accommodation managed by TA PROVIDER until further notice.  
The nightly charge for this accommodation is NIGHTLY CHARGE

<b>Date of occupation:</b> BOOKING DATE
<b>Address:</b> ADDRESS OF TA
<b>Contact:</b> CONTACT DETAILS OF PROVIDER <b>Address:</b> PROVIDER ADDRESS <b>Telephone:</b> PROVIDER PHONE NUMBER <b>Email:</b> PROVIDER EMAIL

<b>Details of your accommodation</b>	
Accommodation Description: <i>(Room, Studio, Flat, House):</i>	ENTER TEXT HERE
Number of Bedrooms: NO OF BEDROOMS	Living Rooms: NO OF LIVING ROOMS
Heating/Hot Water: Included / Not Included	Lighting: Included / Not Included
Cleaning: Included / Not Included	Cooking facilities: YES / NO
Laundry: DETAILS OF FACILITIES	
Council tax: Included / Not Included	

<b>Paying for your accommodation</b>	
Housing Benefit Form issued: YES / NO	Temporary rent payment card issued: YES / NO/ N/A

City of London PO Box 270, Guildhall, London EC2P 2EJ  
Switchboard 020 7606 3030  
www.cityoflondon.gov.uk

**Temporary Accommodation Agreement**

1. You agree to pay £0.00 per week. This may change once any Housing Benefit application you have made is assessed.
2. It is your responsibility to pay the correct amount of rent and service charges.
3. If you have made a Housing Benefit application the Housing Benefit Team will write to you directly about this. It is your responsibility to manage your Housing Benefit claim. The Housing Benefit Team can be contacted by email on: [benefits@cityoflondon.gov.uk](mailto:benefits@cityoflondon.gov.uk) or by telephone on: 020 7332 3937.
4. You must use the accommodation for residential purposes only.
5. You must comply with the accommodation provider's health and safety instructions and not engage in conduct which is likely to endanger the health or safety of yourself or other residents.
6. Do not keep any animals in the accommodation.
7. Do not remove or alter the accommodation or any of the fixtures, fittings or furniture provided.
8. You must not take in lodgers or allow anyone who has not been approved by the City of London to live in the property.
9. You must not spend more than 3 nights away from the property in any 4-week period. If you need to be absent from the accommodation for longer than this, you must obtain prior agreement from the Homelessness Team.
10. You must allow staff from the City of London and the accommodation provider access to the property when requested.
11. You must be considerate to your neighbours and other residents within the vicinity of your temporary accommodation; any form of anti-social behaviour is unacceptable and will not be tolerated.
12. If you have concerns about any aspect of the temporary accommodation speak to the provider first. If the matter remains unresolved contact the Homelessness Team. In an emergency contact the Emergency Services on 999.
13. You must engage with the Homelessness Team in an appropriate manner about your homelessness application and related matters.
14. Failure to abide by the terms of the agreement will result in your eviction from the temporary accommodation and may affect the City of London's homelessness responsibilities towards you.

I have read, understood and agree to comply with the terms of the above.

Signature : ..... Date: DATE

Yours sincerely,  
Housing Officer  
On behalf on the Homelessness Team  
City of London

**Schedule 8  
Booking Letter Template**

Department of Community and Children's Services  
Judith Finlay  
Director of Community and Children's Services



**CITY  
OF  
LONDON**

Telephone 0207 332 1804

Email [homeless@cityoflondon.gov.uk](mailto:homeless@cityoflondon.gov.uk)

Date INSERT DATE

**PROVIDER**  
PROVIDER ADDRESS  
PROVIDER ADDRESS  
PROVIDER ADDRESS  
PROVIDER ADDRESS

Dear PROVIDER,

**Booking Letter : PROPERTY**

I would like to confirm the booking of the above unit from DATE BOOKED FROM onwards on the following basis:

Nightly Rate:	£RATE EXCL VAT
Type of Property:	TYPE
No. of Bedrooms:	BEDS
Furnished / Unfurnished:	INSERT
Utilities Included / Not Included:	INSERT
Council Tax Included / Not Included:	INSERT
Floor:	INSERT

The customer & household details are as follows:

	Name	DoB	Tel:
Lead Applicant:			
Dependent 1:			
Dependent 2:			
Dependent 3:			
Dependent 4:			
Dependent 5:			

Please contact the customer to arrange access move in.

If you require any further details, please let me know.

Yours sincerely

**Housing Officer**

City of London PO Box 270, Guildhall, London EC2P 2EJ  
Switchboard 020 7606 3030  
[www.cityoflondon.gov.uk](http://www.cityoflondon.gov.uk)