



Dated: _____ 2025

(1) [SURREY COUNTY COUNCIL]

AND

(2) [SERVICE PROVIDER]

Open Framework Agreement
for the provision of
Client Assisted Passenger Transport Services

Legal Services
SURREY COUNTY COUNCIL
Woodhatch Place
11 Cockshot Hill, Reigate, Surrey RH2 8EF
(Legal Ref: 113839)

PART 1: GENERAL	1
1. DEFINITIONS AND INTERPRETATION	2
PART 2: FRAMEWORK ARRANGEMENTS AND CALL-OFF AWARD PROCEDURE	15
2. COMMENCEMENT AND DURATION	15
3. SCOPE OF THIS FRAMEWORK AGREEMENT	15
4. CALL-OFF ORDER PROCEDURE	15
5. CONTRACT PERFORMANCE PRECEDENCE OF DOCUMENTS	17
6. PRICES AND PAYMENT FOR THE FRAMEWORK SERVICES-NOT USED	18
PART 3: THE SERVICE PROVIDER'S GENERAL FRAMEWORK OBLIGATIONS	18
7. INDEMNITIES	18
8. WARRANTIES AND REPRESENTATIONS	18
9. DUE DILIGENCE AND RELIANCE ON REPRESENTATIONS	20
10. LIMITATION OF LIABILITY	21
11. SERVICE PRE-REQUISITES	22
12. REPORTING AND MEETINGS	22
13. HEALTH AND SAFETY	22
14. CORRUPT GIFTS, FRAUD AND PROHIBITED ACTS	22
15. E-INVOICING	24
16. FINANCIAL INFORMATION AND COMPLIANCE WITH SELECTION CRITERIA	24
17. SOCIAL VALUE	24
PART 4 – SERVICE PROVIDER'S INFORMATION OBLIGATIONS	24
18. RECORDS AND AUDIT ACCESS	24
19. CONFIDENTIALITY	25
20. DATA PROTECTION	26
21. DATA PROCESSOR OBLIGATIONS	27
22. INTELLECTUAL PROPERTY RIGHTS	30
23. FREEDOM OF INFORMATION AND TRANSPARENCY	31
24. PUBLICITY AND BRANDING	32
PART 5 – PERSONNEL	32
25. PERSONNEL	32
26. EQUAL OPPORTUNITIES AND HUMAN RIGHTS	34
27. TUPE	35
PART 6 – FRAMEWORK AGREEMENT TERMINATION AND SUSPENSION	35
28. TERMINATION	35
29. TERMINATION ON FORCE MAJEURE	38
30. SUSPENSION OF SERVICE PROVIDER & USE OF A SUBSTITUTE	38
31. CONSEQUENCES OF TERMINATION AND EXPIRY	40
32. COMPLAINTS HANDLING AND RESOLUTION	40
PART 7 – INSURANCE	41
33. INSURANCE	41
PART 8 – GENERAL PROVISIONS	41
34. DISPUTE RESOLUTION	41
35. SUCCESSORS	42
36. RELATIONSHIP OF PARTIES	42
37. SUB-CONTRACTING, ASSIGNMENT AND NOVATION	42
38. FORCE MAJEURE	44
39. BUSINESS CONTINUITY PLANNING AND CIVIL CONTINGENCIES	45
40. ASSISTANCE IN LEGAL PROCEEDINGS	46
41. PREVENT DUTY AND MODERN SLAVERY	47
42. RIGHTS AND DUTIES RESERVED	49
43. SEVERABILITY	49
44. VARIATIONS	50
45. THIRD PARTY RIGHTS	50
46. WAIVER	50

47.	ENTIRE AGREEMENT	50
48.	NOTICES	51
49.	CONFLICTS OF INTEREST	52
50.	COUNTERPARTS	52
51.	ACCESSIBILITY	53
52.	GOVERNING LAW AND JURISDICTION.....	53
SCHEDULE 1 – FRAMEWORK SPECIFICATION		56
SCHEDULE 2 –THE SERVICE PROVIDER'TENDER		58
SCHEDULE 3 – TENDER CLARIFICATIONS		Error! Bookmark not defined.
SCHEDULE 4 – MINI-COMPETITION AND AWARD CRITERIA		59
SCHEDULE 5 –SUPPLEMENTARY CALL OFF TERMS PROCEDURE		67
SCHEDULE 6-FRAMEWORK VARIATION PROCEDURE		67
1.	INTRODUCTION	67
PART 2: CHANGE AUTHORISATION FORM.....		69
SCHEDULE 7: CONTRACT MANAGEMENT		70
SCHEDULE 8: DATA PROCESSING		70
SCHEDULE 9: STAFF TRANSFER.....		74



This **Framework Agreement** is made the day of 2025

BETWEEN:

(1)

SURREY COUNTY COUNCIL of Woodhatch Place, 11 Cockshot Hill, Reigate, Surrey RH2 8EF.

(The “**Council**”); and

(2) **[NAME OF SERVICE PROVIDER]** (Company No. **[INSERT]**) whose registered office is at **[ADDRESS OF SERVICE PROVIDER]** (the “**Service Provider**”).

each being referred to as a “**party**” and together “**the parties**”.

BACKGROUND

The Council is a local authority as defined by section 270 of the Local Government Act 1972 and has a duty under section 3 of the Local Government Act 1999 to make arrangements to secure continuous improvements in the way in which its functions are exercised, having regard to a combination of economy, efficiency and effectiveness.

- (A) The Council sought proposals for the provision of **CLIENT ASSISTED PASSENGER TRANSPORT SERVICES** (the “**Services**”) by a tender notice dated **6th October 2025** in the UK e-notification **CENTRAL DIGITAL PLATFORM (CDP)**
- (B) On the basis of the Service Provider’s Tender, the Council selected the Service Provider (amongst others) to enter into a Framework agreement to provide Services under one of the Service Provider Lots on a call-off tender basis, in accordance with this Framework Agreement.
- (C) This Framework Agreement sets out the procedure that will be followed for any Services which may be required by the Council during the Framework Term and the main terms and conditions for any Call-Off Contract which the Council may conclude and the obligations of the Service Provider under this Framework Agreement.
- (D) It is the parties’ intention that there will be no obligation for the Council to award any Call-Off Contract under this Framework Agreement during the Framework Term.

IT IS AGREED as follows:

PART 1: GENERAL

INTRODUCTION

This Agreement:

0.1 governs the management of the Framework;

- 0.2 governs the relationship between the Council and the Service Provider in respect of the commissioning and award of Call-off Contracts by the Council and the commissioning and award of Call-off Contracts by the Council;
- 0.3 governs the provision of the Services by the Service Provider to the Council under the Call-Off Contracts awarded by the Council under the Framework;
- 0.4 sets out the standard terms and conditions under which specific Call-off Contracts can be made by the Council during the Framework Term. There will not be a separate set of terms and conditions for the Call-off Contracts awarded under the Framework. The relevant and applicable terms and conditions of the Framework Agreement (other than those terms which are expressly or specifically limited or applicable to the establishment or operation of the Framework), shall be incorporated into the Call-off Contract by reference and shall apply in addition to any specific requirements of the Council;

1. DEFINITIONS AND INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause 1 apply in this Framework Agreement, unless the context otherwise requires:

“ADR Notice”	as defined in clause 34.1.3;
“ADR Period”	as defined in clause 34.3;
“Audit”	means an audit carried out pursuant to clause 18 (Records and Audit Access);
“Auditor”	means the National Audit Office or an auditor appointed by the Council as the context requires;
“Call-off Contract”	means a legally binding agreement (made pursuant to the provisions of this Framework Agreement) for the provision of the Services made between the Council and the Service Provider following the procedure set out in the Platform which includes the Call-Off Terms and such Schedules as are referred to in the Call-off Terms and / or are expressly or impliedly incorporated in them.
“Call-off Order Procedure”	means the ordering procedures specified in clause 4 (Call-off Order Procedure);

“Call-off Specification”	means the Council’s detailed description of its Services Requirements for the relevant Call-off Contract, as published with the ITMC;
“Call-off Terms”	means the terms on which the Service Provider shall provide the ordered Services to the Council and which, for the avoidance of doubt, shall automatically be bound into the Call-off Contract upon acceptance by the Service Provider of same on the Platform;
“CDP Notice”	means the tender notice [Insert reference and date] published on the Central Digital Platform;
“CEDR”	means the Centre for Effective Dispute Resolution;
“Change Authorisation Form”	as defined in paragraph 2.5 of Schedule 6 (Framework Variation Procedure);
“Change of Control”	means a change of control within the meaning of section 1124 of the Corporation Tax Act 2010;
“Complaint”	means any formal complaint raised by the Council in relation to the performance under this Framework Agreement or any Call-off Contract in accordance with clause 32 (Complaints Handling and Resolution);
“Confidential Information”	means any information of either Party, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the Parties, including Personal Data, intellectual property rights, together with all information derived from the above, any information developed by the Parties in the course of carrying out this Framework Agreement and any other information clearly designated as being confidential (whether or not it is marked as “confidential”) or which ought reasonably to be considered to be confidential;
“Contracting Authority”	means any contracting authority as defined in the PA23 including the Council;
“Contract Management Process”	means the contract management process set out in the Portal
“Council Data”	means:

- a) the data, case management information, text, drawings, diagrams, documents, records, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media and which are:
 - i. supplied or communicated to the Service Provider by or on behalf of the Council;
 - ii. inputted into the Council IT systems or the Service Providers IT system by the Council or the Council's Representatives; or
 - iii. which the Service Provider is required to access, generate, process, store or transmit pursuant to this Framework Agreement, whether on the Council IT systems or the Service Providers IT system; or
- b) any Personal Data for which the Council is the Data Controller;

“Council’s e-Invoicing System”

means the invoicing system as may be notified by the Council to the Service Provider from time to time in writing;

“Data Controller”

has the meaning given to that term in the Data Protection Legislation in force from time to time;

“Data Processor”

has the meaning given to that term in the Data Protection Legislation in force from time to time;

“Data Protection Legislation”

means the Privacy and Electronic Communications (EC Directive) 2003, the Investigatory Powers Act 2016, the Investigatory Powers (Interception of Businesses etc for Monitoring and Record-keeping Purposes) Regulations 2018, the Data Protection Act 2018 and the UK GDPR and any legislation implemented in connection with the UK GDPR and any replacement legislation coming into effect from time to time and all applicable laws and regulations relating to the processing of personal data and privacy, including as where applicable the guidance and codes of practice issued by the Information Commissioner;;

"Data Subject"	shall have the meaning as set out in the Data Protection Legislation;
"Default"	means any breach of the obligations of the relevant Party under this Framework Agreement (and/or, where applicable, a Call-off Contract) (including fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of the relevant Party or its staff in connection with or in relation to the subject matter of this Framework Agreement (and/or, where applicable, the Call-off Contract) and in respect of which such Party is liable to the other;
"Direct Award"	as defined in clause 4.2
"Dispute"	as defined in clause 34.1;
"Dispute Notice"	as defined in clause 34.1.1;
"EIR"	means the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and / or codes of practice issued by the Information Commissioner's Office or relevant government department in relation to such legislation;
"FOIA"	means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and / or codes of practice issued by the Information Commissioner's Office or relevant government department in relation to such legislation;
"Force Majeure Event"	means any circumstance not within a party's reasonable control and wholly exceptional events outside the control of the parties which could not have reasonably been foreseen or avoided, including without limitation: (a) acts of God, natural flood, drought, exceptionally adverse weather conditions ,earthquake or other natural disaster; (b) epidemic or pandemic;

- (c) terrorist attack, civil war, civil commotion or riots, war, threat or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of all diplomatic relations;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
- (f) collapse of buildings, fire, explosion or accident.

“Framework”

means a contract between a Contracting Authority and one or more service providers that provides for the future award of call-off contracts.

“Framework Agreement”

means the overarching arrangement whereby the Council has appointed Framework Service Providers to provide the Framework Services to the Council. This framework agreement includes all the schedules thereto;

“Framework Change”

as defined in clause 44.1;

“Framework Commencement Date”

means [INSERT DATE];

“Authorised Officer”

means the representative(s) of the Council appointed to manage the Framework (as the same may be replaced or delegate his functions from time to time);

“Framework Service Provider”

means the Service Provider and any other service providers appointed by the Council as a framework provider for the relevant Lot under this Framework Agreement;

“Framework Services”

means any and all of the services to be provided under this Framework Agreement as more particularly described in the Specification;

“Framework Term”	as defined in clause 2.1
“Framework Variation Procedure”	means the procedure set out in Schedule 6 (Framework Variation Procedure);
“Framework Year”	means each consecutive period of twelve (12) Months during the Framework Term commencing on the Framework Commencement Date;
“GDPR”	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (United Kingdom General Data Protection Regulations), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdraw) Act 2018 (see section 205(4));;
“Good Industry Practice”	means using standards, practices, methods and procedures conforming to the Law and exercising that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person engaged as the case may be in the same type of undertaking as that of the Service Provider under the same or similar circumstances at the relevant time for such exercise;
“Guidance”	means any guidance issued or updated by the UK government from time to time in relation to the PA23;
“Holding Company”	shall have the meaning ascribed by section 1159 of the Companies Act 2006 or any statutory re-enactment or amendment thereto;
“Information”	has the meaning given under section 84 of the FOIA;
“Information Commissioner’s Office”	means the office of the Information Commissioner, being the regulator appointed in the UK as the data

protection supervisory authority or any successor or replacement body from time to time;

“Insolvency Event”

in relation to the Service Provider, means:

- (a) any arrangement or composition with or for the benefit of its creditors (including any voluntary arrangement as defined in the Insolvency Act 1986) being entered into (or, in the case of such a voluntary arrangement, being proposed);
- (b) a supervisor, receiver, administrator, administrative receiver or other encumbrancer of a similar nature taking possession of or being appointed over or any distress, execution or other process being levied or enforced (and not being discharged with seven (7) days) upon the whole or any material part of the Service Provider’s assets;
- (c) where a court makes an order that the Service Provider be wound up or a resolution for a voluntary winding up of the Service Provider is passed;
- (d) the Service Provider ceasing or threatening to cease carrying on business or being or being deemed to be unable to pay its debts when they become due within the meaning of Section 123 of the Insolvency Act 1986;
- (e) the Service Provider, being an individual(s), has a bankruptcy order made against him or compounds with his creditor or comes to any arrangements with any creditors;

“Intellectual Property Rights”

means any and all patents, trade marks, service marks copyright, moral rights, rights in design, know-how, confidential information and all or any other intellectual or industrial property rights whether or not registered or capable of registration and whether now or in the future subsisting in the United Kingdom or any

other part of the world together with all or any good will and accrued rights of action;;

“ITMC”

means an invitation to Mini-Competition issued by the Council via the Sproc.net Portal pursuant to this Framework Agreement;

“ITT”

means the invitation to tender relating to the establishment of the Framework;

“Law”

means any applicable statute or any delegated or subordinate legislation, any duly applicable guidance, code of practice, direction, judgment or determination with which the Council is bound to comply including the Council’s rules, procedures, guidelines, policies, codes of practice, standing orders, financial regulations and standards from time to time;;

“Lots”

means the Framework Services divided into lots as referred to in the CDP Notice;

“Management Information”

means the Management Information set out on the Platform;

“Mini-Competition”

means a tendering process carried out in relation to the award of a Call-off Contract pursuant to this Framework Agreement and “**Mini Competitions**” shall be interpreted accordingly;

“Mini-Competition Award Criteria”

means the award criteria to be applied for Mini Competitions determined in accordance with Schedule 2 (Mini-Competition Award Criteria) and to be set out in the ITMC;

“Mini-Competition Tender”

means a tender submission submitted by the Service Provider in response to an ITMC;

“Month”

means a calendar month and the term “Monthly” shall be interpreted accordingly;

“Necessary Consents”

means all approvals, certificates, authorisations, permissions, licences, permits, regulations and consents necessary from time to time for the performance of the Services including without limitation all planning permissions and waste management licences;

Notice of Variation”

as defined in paragraph 2.2 of Schedule 6 (Framework Variation Procedure);

“Order”

means an order for Services sent by the Council to the Service Provider in accordance with the Call-off Order Procedure;

“Parent Company”

means an ultimate “holding company” as defined in section 1159 and Schedule 6 of the Companies Act 2006;

“Party”

means the Council and / or the Service Provider;

“Performance Improvement Plan”

as defined in clause 30.2;

“Personal Data”

shall have the same meaning as set out in the Data Protection Legislation in force from time to time;

“Platform”

means the proprietary web-based end-to-end procurement, transaction and management platform, via www.sproc.net, or any other similar website notified to the Service Provider by the Council to manage the Call Off Contract Award process under the Framework

PA23

means Procurement Act 2023

“Prohibited Act”

the following shall constitute Prohibited Acts:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the Council a financial or other advantage to:
 - (i) induce that person to perform improperly a relevant function or activity; or
 - (ii) reward that person for improper performance of a relevant function or activity;
- (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 Framework Agreement;
- (c) committing any offence:
 - (i) under the Bribery Act;
 - (ii) under the Modern Slavery Act;
 - (iii) under legislation or common law concerning fraudulent acts;
 - (iv) defrauding, attempting to defraud or conspiring to defraud the Council;
- (d) any activity, practice or conduct which would constitute one of the offences listed under sub-clause (c) above, if such activity, practice or conduct had been carried out in the UK; and/or
- (e) as defined in clause 14.1;

“Regulatory Bodies”

means government Departments and agencies, the European Union Commission or any other regulatory

Council or body (other than the Council including any health and safety enforcement agency, with power to regulate the Services and their respective successors and substitutes and "**Regulatory Body**" shall be construed accordingly;

"Relevant Employees"

means those employees whose contracts of employment transfer with effect from the Service Transfer Date to the Council or a Replacement Service Provider by virtue of the application of TUPE;

"Requests for Information"

means a request for information or an apparent request under the Code of Practice on Access to Government Information, the FOIA or the EIR relating to this Framework Agreement and "**Requests for Information**" shall be construed accordingly;

"Required Insurances"

as defined in clause 33.1;

"Replacement Services"

means services that are identical or substantially similar to any of the Services to be provided by the Service Provider, which the Council receives from a Replacement Service Provider who has already been admitted to the Framework, following the termination or expiry of any Call Off Contract Service Agreement with the Service Provider;

"Replacement Service Provider"

means the Service Provider of Replacement Services appointed by the Council from time to time on expiry or termination of any and all Call Off Contracts;

"Route Schedule"

means the route schedule detailed in the Call Off Contract;

"Service Provider's Tender"

means the tender submitted by the Service Provider on the Platform;

"Services Requirements"

means the elements of the Framework Services required by the Council for the particular Call-off, as described in the Call-off Specification;

"Service Transfer Date"

means the date on which the Services (or any part of the Services), transfer from the Service Provider or Sub-Contractor to the Council or any Replacement Service Provider;

"Specification"	means the specification as set out in Schedule 1, and "Specification" shall be interpreted accordingly;
"Staff"	means all persons employed by the Service Provider together with the Service Provider's servants, agents, suppliers and Sub-Contractors in the performance of its obligations under this Framework Agreement or any Call-off Contract;
"Sub-Contract"	means any sub-contract entered into by the Service Provider or by any Sub-Contractor for the purpose of the performance of any obligation on the part of the Service Provider under this Framework Agreement or any Call-Off Contract;
"Sub-Contractor"	means the contractors or service providers engaged by the Service Provider to provide goods, services or works to, for or on behalf of the Service Provider for the purposes of providing the services to the Council under this Framework Agreement or any Call-Off Contract ;
"Suspension Notice"	as defined in clause 30.1;
"TUPE"	means the Transfer or Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246), as amended
"Working Day(s)"	means Monday to Friday inclusive of each week, excluding Christmas Day, Good Friday and Bank Holidays in England;
1.2 The interpretation and construction of this Framework Agreement shall be subject to the following provisions:	
1.2.1	words importing the singular meaning include where the context so admits the plural meaning and vice versa;
1.2.2	words importing the masculine include the feminine and the neuter and vice versa;
1.2.3	the words 'include', 'includes' 'including' 'for example' and 'in particular' and

words of similar effect shall be construed as if they were immediately followed by the words 'without limitation';

- 1.2.4 references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
- 1.2.5 reference to any statutory provision, enactment, order, regulation of other similar instrument shall be construed as a reference to the statutory provision, enactment, order, regulation or instrument (including any EU instrument) as amended, replaced, consolidated or re-enacted from time to time and shall (unless the reference expressly states otherwise) include any orders, regulations, codes of practice, instruments or other subordinate legislation made under it;
- 1.2.6 headings are included in this Framework Agreement for ease of reference only and shall not affect the interpretation or construction of this Framework Agreement;
- 1.2.7 the Schedules form part of this Framework Agreement and shall have effect as if set out in full in the body of this Framework Agreement and any reference to this Framework Agreement shall include the Schedules;
- 1.2.8 references in this Framework Agreement to any clause, sub-clause or Schedule without further designation shall be construed as a reference to the clause, sub-clause or Schedule (as applicable) to this Framework Agreement so numbered;
- 1.2.9 references in this Framework Agreement to any paragraph or sub-paragraph without further designation shall be construed as a reference to the paragraph or sub-paragraph of the relevant Schedule to this Framework Agreement so numbered;
- 1.2.10 reference to a clause is a reference to the whole of that clause unless stated otherwise;
- 1.2.11 time shall, during the summer time be British summer time but otherwise Greenwich mean time;
- 1.2.12 a reference to writing or written includes emails ; and
- 1.2.13 in the event and to the extent only of any conflict between the clauses of this Framework Agreement and any of the Schedules, the clauses shall prevail over the Schedules.

- 1.3 Any decision, act or thing which the Council is required or authorised to take or do under this Framework Agreement may be taken or done by the Authorised Officer or any person authorised, either generally or

specially, by the Council to take or do that decision, act or thing, provided that upon receipt of a written request the Council shall inform the Service Provider of the name of any person so authorised.

PART 2: FRAMEWORK ARRANGEMENTS AND CALL-OFF AWARD PROCEDURE

2. COMMENCEMENT AND DURATION

- 2.1 This Framework Agreement shall commence on the Framework Commencement Date and shall remain in force for a period of 4 years from the Framework Commencement Date (expiring **on 28 February 2030**) (the “**Initial Term**”) with an option to extend for any period or periods of time, up to 4 years, unless terminated earlier in accordance with its terms. For the avoidance of doubt, the Council may at its absolute discretion choose to issue invitations to tender on more than one occasion during the first three years following the award date of the first Framework and on more than one occasion during each successive period of five years following the award date of the second Framework.
- 2.2 The successive Frameworks shall each be on substantially the same terms and conditions as this Framework Agreement (including the Framework Prices). The Service Provider shall not be entitled to increase the Framework Prices without the prior written agreement of the Council in accordance with the Framework Variation Procedure.

3. SCOPE OF THIS FRAMEWORK AGREEMENT

- 3.1 This Framework Agreement governs the relationship between the Council and the Service Provider in respect of the provision of the Framework Services by the Service Provider to the Council.
- 3.2 The Council appoints the Service Provider as a Framework Service Provider and the Service Provider shall be eligible to receive Orders for such Services from the Council during the Framework Term.
- 3.3 The Service Provider acknowledges that, in entering this Framework Agreement, no form of exclusivity or volume guarantee has been granted by the Council and that the Council at all times entitled to enter into other contracts and arrangements with other service providers for the provision of any or all services which are the same as or similar to the Framework Services.

4. CALL-OFF ORDER PROCEDURE

- 4.1 If the Council decides to source Framework Services through this Framework Agreement then, it may:

- 4.1.1.1 award a Call-off Contract to a Framework Provider who has been admitted to the Framework (Stage 1) in accordance with the terms laid down in this Framework Agreement without re-opening competition (“**Direct Award**”); or

- 4.1.1.2 award a Call-Off Contract to a Framework Provider who has been admitted the Framework (Stage 1), following a Mini Competition conducted in accordance with the requirements of clause 4.4 (Award of Services Following Mini-Competition);

4.2 Award of Standard Services by Direct Award

- 4.2.1 The Council reserves the right to contact a single Framework Provider, or a specified selection of Framework Providers and to make a Direct Award in the following circumstances:
- 4.2.2 • Where there has been no appropriate offer received;
- 4.2.3 • Where the Services are needed urgently/immediately;
- 4.2.4 • When the Services are needed in out of core office hours (5pm-9am overnight, Weekends or Bank Holidays);
- 4.2.5 • Where the Services are needed when a Tribunal or appeal process is in progress.
- 4.2.6 • Where the Services required are out of the county;
- 4.2.7 • When the Council wants to add a service user to an existing route;

4.3 Award of Services following Mini Competition-/ Specific 'Requirements' Process via Sproc.net

- 4.3.1 When a requirement has been identified by the Council, all Framework Providers on the Open Framework (in the relevant Lot(s) and service category) will see a published opportunity which can be viewed via Sproc.net. This will contain all the requirements and specific details for the Framework Providers to respond to within the specified time frame.
- 4.3.2 All responses from the Framework Providers will be shared with the Surrey School Travel and Assessment Team and evaluated against the published criteria. Full details of the process is set out in the Specification and in the Platform.
- 4.3.3 Once a suitable Framework Provider has been identified as a result of a 'Requirements' Process, a Service Agreement will be sent via Sproc.net to the Framework Provider for an acceptance of the Call-Off Contract.

4.4 Form of Order

- 4.4.1 Subject to clauses 4.1 to 4.3 above, the Council may place an Order with the Service Provider by following the process set out on the Platform.

4.5 Formation of the Call-off Contract

4.5.1 For the avoidance of doubt, a Call Off Contract shall be formed following the process outlined in clauses 4.1 to 4.3 above and as contained in the Platform.

4.5.2 The Service Provider warrants that all Mini Competition Tenders submitted by the Service Provider shall be made in good faith and that the Service Provider shall not fix or adjust the amount of its Mini Competition Tender by or in accordance with any agreement or arrangement with any other person. The Service Provider certifies that it will not

enter into any arrangement or agreement with any other person that he or the other person(s) shall refrain from making a Mini Competition Tender or as to the amount of any Mini Competition Tender to be submitted.

5. CONTRACT PERFORMANCE PRECEDENCE OF DOCUMENTS

5.1 The Service Provider shall perform all its obligations under this Framework Agreement and all Call-off Contracts entered into with the Council:

5.1.1 in accordance with:

5.1.1.1 the requirements of this Framework Agreement;

5.1.1.2 Good Industry Practice; and

5.1.1.3 all applicable Laws;

5.1.2 with appropriately experienced, qualified and trained personnel with all due skill, care and diligence;

5.1.3 in the case of Call-off Contracts, in accordance with the terms and conditions of the respective Call-off Contract.

5.2 In the event of, and only to the extent of, any conflict or inconsistency between the terms and conditions of this Framework Agreement and any Call-off Contract (including any documents thereof), such conflict or inconsistency shall be resolved according to the following order of priority:

5.2.1 the terms of this Framework Agreement

5.2.2 the Call-Off Terms;

5.2.3 any other document referred to in the Call-off Terms;

5.2.4 the Schedules to this Framework Agreement (excluding the (Service Provider's

Tender);

5.2.5 Service Provider's Tender and the Service Provider's Mini-Competition Tender,

save to the extent that the standards or levels of service set out in the Service Provider's Tender and / or the Service Provider's Mini-Competition Tender exceed those set out in Schedule 1, (Specification) and / or the Call-off Specification; in which case, such higher standards or levels of performance set out in the Service Provider's Tender and / or the Service Provider's Mini-Competition Tender (as applicable) shall prevail (to the extent necessary to achieve the performance of such higher standards or levels of performance only).

6. PRICES AND PAYMENT FOR THE FRAMEWORK SERVICES – NOT USED

PART 3: THE SERVICE PROVIDER'S GENERAL FRAMEWORK OBLIGATIONS

7. INDEMNITIES

7.1 The Service Provider shall indemnify and hold harmless the Council and keep the Council indemnified against all actions, proceedings, costs, claims, demands, liabilities, losses and expenses whatsoever whether arising in tort (including negligence) default or breach of contract, including but without limitation:

7.1.1 any claim by a third party for damage occurring as a result of the Service Provider's performance of the Services;

7.1.2 any breach of its obligations as set out in Part 5 (Personnel) of the Framework Agreement; or

7.1.3 any breach of Law or Necessary Consents,

to the extent that any such loss, claim or liability is due to the breach of contract, negligence, wilful default or fraud of itself or of its employees or of any of its Representatives or Sub-Contractors save to the extent that the same is directly caused by or directly arises from the negligence, breach of contract or Law by the Council.

8. WARRANTIES AND REPRESENTATIONS

8.1 The Service Provider warrants, represents and undertakes to the Council that:

8.1.1 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 Framework Agreement;

8.1.2 this Framework Agreement is executed by a duly authorised representative of the Service Provider;

- 8.1.3 in entering into this Framework Agreement and any Call-off Contract it has not committed any Prohibited Act;
- 8.1.4 as at the Framework Commencement Date, all information, statements, warranties and representations contained in any other document which resulted in the appointment of the Service Provider onto the Framework are true, accurate, and not misleading save as may have been specifically disclosed in writing to the Council prior to the execution of this Framework Agreement and it will promptly advise the Council of any fact, matter or circumstance of which it may become aware which would render any such information, statement or representation to be false or misleading;
- 8.1.5 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 which will or might affect its ability to perform its obligations under this Framework Agreement and / or any Call-off Contract thereunder;
- 8.1.6 it is not subject to any contractual obligation, compliance with which will be likely to have an effect on its ability to perform its obligations under this Framework Agreement and / or any Call-off Contract thereunder;
- 8.1.7 no proceedings or other steps have been taken and not discharged or dismissed (nor, to the best of their knowledge, are threatened) for the winding up of the Service Provider 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 Service Provider's assets or revenue; and
- 8.1.8 it has not in any other way breached the Bribery Act 2010 or Section 117(2) of the Local Government Act 1972;
- 8.1.9 it is not an excluded or an excludable supplier under the grounds specified section 57 PA23.
- 8.2 Each time a Call-off Contract is entered into, the warranties, representations and undertakings in this clause 7 (Warranties, Representations and Guarantees) shall be deemed to be repeated by the Service Provider with reference to the circumstances existing at the time that they are deemed to be repeated.
- 8.3 For the avoidance of doubt, the fact that any provision within this Framework Agreement is expressed as a warranty shall not preclude any right of termination the Council may have in respect of breach of that provision by the Service Provider.
- 8.4 The Service Provider acknowledges and agrees that:
- 8.4.1 the warranties, representations and undertakings contained in this Framework Agreement are material and are designed to induce the Council into appointing

the Service Provider to the Framework and to induce the Council to enter into any and all Call-off Contracts thereunder;

- 8.4.2 the Council has been induced into appointing the Service Provider to the Framework and in doing so has relied upon the warranties, representations and undertakings contained in this Framework Agreement;

8.5 The Service Provider warrants, represents and undertakes for the duration of the Framework Term that:

- 8.5.1 all personnel used to provide the Framework Services will be vetted in accordance with Good Industry Practice and, where applicable, the Council's DBS Checks for Contractors policy (as the same may be updated from time to time);
- 8.5.2 it has and will continue to hold all necessary (if any) regulatory approvals from the Regulatory Bodies necessary to perform the Service Provider's obligations under this Framework Agreement; and
- 8.5.3 it shall at all times comply with Law in carrying out its obligations under this Framework Agreement.

9. DUE DILIGENCE AND RELIANCE ON REPRESENTATIONS

- 9.1 The Service Provider shall be deemed to have satisfied itself before submitting its tender for the Services, as to the accuracy and sufficiency of any information provided by the Council. The Service Provider agrees that it has ascertained for itself the accuracy of the information and shall also be deemed to have obtained for itself all necessary information as to risks, contingencies and any other circumstances that might reasonably influence or affect the Service Provider's Tender. The Service Provider shall be deemed to have satisfied itself as to the nature and extent of the risks assumed by it under the Framework Agreement including the accuracy of the rates and prices stated in the Framework Agreement.
- 9.2 Each of the parties hereby confirms that it has not relied on any written or oral representation, warranty or undertaking of the other in entering into the Framework Agreement save for any such representation, warranty or undertaking expressly set out in this Framework Agreement. This clause 9 shall not apply so as to restrict the liability of any party hereunder in respect of any fraud or fraudulent misrepresentation.
- 9.3 Subject to clause 9.4, the Service Provider acknowledges that the Council and its Representatives shall not be liable to the Service Provider in contract, tort (including negligence or breach of statutory duty), statute or otherwise as a result of any inaccuracy or misrepresentation of any information (in any case whether oral, written, express or implied) or any omission in respect thereof made or agreed to by any person (whether a party to this Framework Agreement or not).

- 9.4 Clause 9.3 shall not apply to any statement, representation or warranty made fraudulently or to any provision of this Framework Agreement which was induced by fraud, for which the remedies available shall be all those available under Law.

10. LIMITATION OF LIABILITY

- 10.1 Subject to clauses 10.3.1 and 10.4, neither party shall be liable to the other party (as far as permitted by Law) for indirect special or consequential loss or damage in connection with this Framework Agreement which shall include, without limitation, any loss of or damage to profit, revenue, contracts, anticipated savings, use, goodwill or business opportunities whether direct or indirect.
- 10.2 Each party shall at all times take all reasonable steps to minimise and mitigate any loss or damage for which the relevant party is entitled to bring a claim against the other party pursuant to this Framework Agreement.
- 10.3 Subject to clause 10.4, the Service Provider's total aggregate liability:
- 10.3.1 is unlimited in respect of:
 - 10.3.1.1 the indemnities in clause 20 (Data Protection), [clause 21.2.19 (Data Processor Obligations¹); clause 22 (Intellectual Property); and Schedule 12 (Staff Transfer and Pensions);
 - 10.3.1.2 any breach of as a result of a Prohibited Act;
 - 10.3.1.3 the Service Provider's wilful default.
- 10.4 Notwithstanding any other provision of this Framework Agreement neither party limits or excludes its liability for:
- 10.4.1 fraud or fraudulent misrepresentation;
 - 10.4.2 death or personal injury caused by its negligence, or that of its employees, agents or Sub-Contractors;
 - 10.4.3 breach of any obligation as to title implied by statute; or
 - 10.4.4 any other act or omission, liability for which may not be limited under any applicable Law.
- 10.5 Nothing in this Framework Agreement shall impose any liability on the Council in respect of any liability incurred by the Service Provider to any other person, but this shall not be taken to exclude or limit any liability of the Council to the Service Provider that may arise by virtue of either a breach of Framework Agreement or by negligence on the part of the Council or the Council's employees, servants or agents.

¹ Delete if clause 21 is not used.

11. SERVICE PRE-REQUISITES

- 11.1 The Service Provider shall be responsible for obtaining all licences, authorisations, consents or permits required in relation to the performance of this Framework Agreement and any Call-off Contract.

12. REPORTING AND MEETINGS

- 12.1 The Council shall require the Service Provider to attend performance monitoring meetings, to assess the quality and progress of the Framework Services being provided as per the Contract Management Process set out on the Platform.

13. HEALTH AND SAFETY

- 13.1 The Service Provider shall comply and ensure its Staff comply at all times with the Health and Safety at Work etc. Act 1974 and all other Laws pertaining to health and safety of employees and other affected persons including, but not limited to, the Management of Health and Safety at Work etc. Regulations 1999, the Reporting of Injuries, Diseases & Dangerous Occurrences Regulations 2013 and all other health, safety and welfare requirements applicable to the Framework Services including those detailed in the relevant Specification.

14. CORRUPT GIFTS, FRAUD AND PROHIBITED ACTS

- 14.1 The Service Provider shall not (and shall procure that anyone acting on its behalf or to its knowledge shall not):

14.1.1 offer, give or agree to give to any employee, agent or representative of the Council or any other person any gift or consideration at any time which could act as an as an inducement or reward:-

14.1.1.1 for doing or not doing any act in relation to the obtaining or performance of this Framework Agreement, any Call-off Contract or any other contract with the Council; or

14.1.1.2 for showing or not showing favour or disfavour to any person in relation to this Framework Agreement, any Call-off Contract or any other contract with the Council;

14.1.2 enter into this Framework Agreement, any Call-off Contract or any other contract with the Council in connection with which commission has been paid or has been agreed to be paid by the Service Provider (or anyone acting on its behalf or to its knowledge) unless (before such contract is made) particulars of any such commission have been disclosed in writing to the Council;

14.1.3 fix or adjust the amount of the Framework Prices and / or any Mini-Competition Tender by or in accordance with any agreement or arrangement with any other person;

14.1.4 communicate to any person other than the Council the amount or approximate

amount of his proposed Framework Prices and / or Mini-Competition Tender prices (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the tender or for insurance purposes);

14.1.5 enter into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any tender submitted for this Framework Agreement or a Mini-Competition;

14.1.6 commit any offence under:

14.1.6.1 the Bribery Act 2010;

14.1.6.2 section 117(2) of the Local Government Act 1972;

14.1.6.3 legislation creating offences in respect of fraudulent acts;

14.1.6.4 common law in respect of fraudulent acts;

in relation to this Framework Agreement, any Call-off Contract or any other contract with the Council;

14.1.7 defraud or attempt to defraud or conspire to defraud the Council,

each of which shall be a “**Prohibited Act**”

14.2 The Service Provider shall promptly inform the Council of the occurrence of any such Prohibited Act or offence of which it becomes aware.

14.3 If the Service Provider or anyone acting on its behalf or to its knowledge (whether such person is a Service Provider Representative or a Council Representative) commits any Prohibited Act in relation to this Framework Agreement or any other agreement with the Council or in relation to any matter or activity pertaining to any public body in the United Kingdom, the Service Provider shall promptly inform the Council of the occurrence of such Prohibited Act and render all such assistance to the Council as the Council may reasonably require in investigating such acts.

14.4 The Service Provider agrees and confirms that the Council’s Chief Executive and Monitoring Officer Chief Internal Auditor and Director of Finance are authorised as persons to whom the Service Provider’s Representatives may make a qualifying disclosure under the Public Interest Disclosure Act 1998 and declares that any of its Representatives making a protected disclosure (as defined by that Act) shall not for that reason be subjected to any detriment or disadvantage. The Service Provider further declares that any provision in an agreement purporting to preclude a member of its Staff from making a protected disclosure is void.

14.5 To the extent necessary, the Service Provider shall itself and shall procure that its Staff familiarise themselves with the Council’s Counter Fraud Strategy and Framework, all of which are available and accessible from the Council’s website or otherwise available from the Authorised Officer.

15. E-INVOICING

- 15.1 The Service Provider shall be required to register on the Council's invoicing system which will be notified to the Service Provider on or before the Framework Commencement Date.

16. FINANCIAL INFORMATION AND COMPLIANCE WITH SELECTION CRITERIA

- 16.1 The Service Provider shall, whenever so required by the Council, provide the Council with such financial information and data reasonably requested by the Council to enable the Council:
- 16.1.1 to comply with the Code of Practice on Local Council Accounting in the United Kingdom 2018/19 issued by the Chartered Institute of Public Finance and Accountancy (as the same may be updated or replaced from time to time);
 - 16.1.2 examine, evaluate and be satisfied as to the Council's minimum standards of economic and financial standing, technical and professional ability and general standing required of the Service Provider with regard to the provision of the Framework Services.

17. SOCIAL VALUE

- 17.1 The Service Provider shall perform the Services in accordance with its Social Value commitments detailed in the Service Provider's Tender Response.

PART 4 – SERVICE PROVIDER'S INFORMATION OBLIGATIONS

18. RECORDS AND AUDIT ACCESS

- 18.1 The Service Provider shall keep and maintain until six (6) years after the date of termination or expiry (whichever is the earlier) of this Framework Agreement (or any longer period as may be agreed between the Parties), full and accurate records and accounts of the operation of this Framework Agreement including the Framework Services provided under it, the Call-off Contracts entered into and the amounts paid to the Service Provider by each Participating Authority thereunder.
- 18.2 The Service Provider shall keep the records referred to in clause 18.1 in accordance with Good Industry Practice.
- 18.3 The Service Provider shall afford the Council and / or the Auditor such access to such records and accounts as may be required from time to time.

- 18.4 The Service Provider shall provide such records and accounts (together with copies of the Service Provider's published accounts) on request during the Framework Term and for a period of six (6) years after expiry of the Framework Term to the Council (or relevant Participating Authority) and their internal and external Auditors.
- 18.5 The Council shall use reasonable endeavours to ensure that the conduct of any Audit does not unreasonably disrupt the Service Provider or delay the provision of the Framework Services pursuant to a Call-off Contract, save insofar as the Service Provider accepts and acknowledges that the conduct of an Audit carried out by the National Audit Office is outside of the control of the Council.
- 18.6 Subject to the Council's rights of confidentiality, the Service Provider shall on demand provide the Auditor with all reasonable co-operation and assistance in relation to each Audit, including:
- 18.6.1 all information requested by the Auditor within the scope of the Audit;
 - 18.6.2 reasonable access to sites controlled by the Service Provider and to equipment used in the provision of the Framework Services; and
 - 18.6.3 access to the Service Provider's Staff.
- 18.7 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause 18 (Records and Audit Access), unless the Audit reveals a material Default by the Service Provider in which case the Service Provider shall reimburse the Council's reasonable costs incurred in relation to the Audit.

19. CONFIDENTIALITY

- 19.1 Subject to clause 19.2 (Confidentiality), each Party shall:
- 19.1.1 keep confidential the Confidential Information of the Parties and safeguard it accordingly;
 - 19.1.2 not disclose the other Party's Confidential Information to any other person without the owner's prior written consent; and
 - 19.1.3 use all reasonable endeavours to prevent their representatives from making any disclosure to any person of any matters relating hereto.
- 19.2 Clause 19.1 shall not apply to any disclosure of information:
- 19.2.1 required by any applicable Law or to any disclosures required under the FOIA, the EIR or the Data Protection Legislation;
 - ;
 - 19.2.2 where such disclosure is expressly permitted by the terms of this Framework Agreement;

19.2.3 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 19.1;

19.2.4 by the Council of any document to which it is a party and which the Parties have agreed contains no Confidential Information;

19.2.5 to enable a determination to be made under clause 34 (Dispute Resolution);

19.2.6 which is independently developed without access to the other party's Confidential Information; or

19.2.7 by the Council:

19.2.7.1 to any other department, office or agency of the government, provided that the Council informs the recipient of any duty of confidence owed in respect of the information;

19.2.7.2 relating to this Framework Agreement and in respect of which the Service Provider has given its prior written consent to the disclosure;

19.2.7.3 to any consultant, contractor or other person engaged by the Council or any person conducting an Office of Government Commerce Gateway Review;

19.2.7.4 for the purpose of the examination and certification of the Council's accounts or any other examination pursuant to the Audit Commission Act 1998; or

19.2.7.5 for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Council has used its resources.

19.3 The Service Provider shall notify the Council if it becomes aware of a breach of this clause 19 (Confidentiality).

20. DATA PROTECTION

20.1 Both parties shall, and the Service Provider shall procure that its Staff shall, comply with all applicable requirements of the Data Protection Legislation. This clause 20 (Data Protection) is in addition to, and does not relieve, remove or replace, a Party's obligations under the Data Protection Legislation.

20.2 The Service Provider shall perform its obligations under this Framework Agreement in such a way as to ensure that it does not cause the Council to breach any of its applicable obligations under the Data Protection Legislation.

20.3 The Service Provider shall be liable for and shall indemnify (and keep indemnified) the Council against each and every action, proceeding, liability, cost, claim, loss, expense (including reasonable legal fees and disbursements on a solicitor and client basis) and demands incurred by the Council which arise directly from a breach by the Service Provider of its obligations under the Data Protection Legislation, including without

limitation those arising out of any third party demand, claim or action, or any breach of contract, negligence, fraud, wilful misconduct, breach of statutory duty or non-compliance with any part of the Data Protection Legislation by the Service Provider or its employees, servants, agents or Sub-Contractors.

- 20.4 The provisions of this clause shall apply during the Framework Term and indefinitely after its expiry or termination

21. DATA PROCESSOR OBLIGATIONS

- 21.1 With respect to the parties' rights and obligations under this Framework Agreement, the parties agree that the Council is the Data Controller and that the Service Provider is the Data Processor. A description of the Personal Data processed by the Service Provider and the processing activities undertaken by the Service Provider is set out in Schedule 8 (Data Processing Activities).
- 21.2 In respect of Personal Data that the Service Provider processes on behalf of the Council in connection with this Framework Agreement, the Service Provider shall and shall procure that its Representatives shall:
- 21.2.1 solely process the Personal Data for the purposes of fulfilling its obligations under this Framework Agreement and in compliance with the Council's written instructions as set out in this Framework Agreement and as may be specified from time to time in writing by the Council;
 - 21.2.2 notify the Council immediately if any instructions of the Council relating to the processing of Personal Data are unlawful;
 - 21.2.3 not transfer to or access any Personal Data from a country outside of the United Kingdom without the prior written consent of the Council;
 - 21.2.4 comply with the Council's instructions in relation to transfers of Personal Data to a country outside of the United Kingdom unless the Service Provider is required pursuant to applicable Laws to transfer Personal Data outside the United Kingdom, in which case the Service Provider shall inform the Council in writing of the relevant legal requirement before any such transfer occurs unless the relevant Law prohibits such notification on important grounds of public interest;
 - 21.2.5 undergo adequate training in the use, care, protection, and handling of Personal Data;
 - 21.2.6 take reasonable steps to ensure the reliability of any Staff who have access to the Personal Data and ensure that all Staff used by the Service Provider to process Personal Data are subject to legally binding obligations of confidentiality in relation to the Personal Data;
 - 21.2.7 ensure that none of the Service Provider's Staff publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Council;
 - 21.2.8 not engage any Sub-Contractor to carry out any processing of Personal Data without the prior written consent of the Council provided that notwithstanding any such consent the Service Provider shall remain liable for compliance with all the requirements of this Framework Agreement

including in relation to the processing of Personal Data;

- 21.2.9 ensure that obligations equivalent to the obligations set out in this clause 21 are included in all contracts between the Service Provider and permitted Sub-Contractors who will be processing Personal Data and who have been approved in accordance with clause 21.2.8;
- 21.2.10 take appropriate technical and organisational measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data taking into account the harm that might result from such unauthorised or unlawful processing, loss, destruction or damage and the nature of the Personal Data to be protected including without limitation, all such measures that may be required to ensure compliance with the Data Protection Legislation;
- 21.2.11 upon request provide a written description of the technical and organisational measures employed by the Service Provider pursuant to clause 21.2.10 (within the timescales required by the Council) and if the Council does not consider that such measures are adequate to enable compliance with the Data Protection Legislation, implement such additional measures as may be specified by the Council (acting reasonably) to ensure compliance;
- 21.2.12 taking into account the nature of the data processing activities undertaken by the Service Provider, provide, at no cost to the Council, all possible assistance and co-operation (including without limitation putting in place appropriate technical and organisational measures) to enable the Council to fulfil its obligations to respond to requests from individuals exercising their rights under the Data Protection Legislation, including (without limitation):
 - 21.2.12.1 notifying the Council within two (2) Working Days, of receiving any request from a Data Subject exercising their rights under the Data Protection Legislation;
 - 21.2.12.2 complying with the Council's instructions in relation to complying with the Data Subject's rights under the Data Protection Legislation, which may include (without limitation) providing notices to Data Subjects in a format specified by the Council, rectifying inaccurate Personal Data, ceasing or restricting processing of Personal Data, providing access to Personal Data, permanently deleting or securely destroying Personal Data and providing copies of Personal Data in a format specified by the Council;
- 21.2.13 maintain a record of the Service Provider's processing activities in accordance with the requirements of the Data Protection Legislation;
- 21.2.14 assist the Council, at no cost to the Council, in ensuring compliance with the obligations set out in Articles 32 to 36 (inclusive) of the General Data Protection Regulation (or any equivalent legislation in the UK or any subsequent legislation) taking into account the nature of the data processing undertaken by the Service Provider and the information available to the Service Provider, including (without limitation):
 - 21.2.14.1 providing information and assistance upon request to enable the Council to notify Data Security Breaches to the Information Commissioner's and/or to affected individuals and/or to any other regulators to whom the Council is required to notify any Data Security Breaches; and

- 21.2.14.2 providing input into and carrying out Data Protection Impact Assessments in relation to the Service Provider's data processing activities;
- 21.2.15 ensure that it has in place appropriate technical and organisational measures to ensure that processing of Personal Data carried out by the Service Provider in connection with this Framework Agreement meets the requirements of the Data Protection Legislation and ensures protection of the rights of individuals under the Data Protection Legislation;
- 21.2.16 notify the Council immediately and in any event within twenty four (24) hours in writing if:
- 21.2.16.1 the Service Provider or any Sub-Contractor engaged by or on behalf of the Service Provider suffers a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data; or
- 21.2.16.2 the Service Provider or any Sub-Contractor engaged by or on behalf of the Service Provider receives any Data Security Breach notification, complaint, notice or communication which relates directly or indirectly to the processing of the Personal Data or to either party's compliance with the Data Protection Legislation,
- and in each case the Service Provider shall provide full co-operation, information and assistance to the Council in relation to any such Data Security Breach, complaint, notice or communication at no cost to the Council;
- 21.2.17 upon termination of this Framework Agreement, at the discretion of and at no cost to the Council, delete securely or return all Personal Data to the Council and delete all existing copies of the Personal Data unless and to the extent that the Service Provider is required to retain copies of the Personal Data in accordance with applicable Laws in which case the Service Provider shall notify the Council in writing of the applicable Laws which require the Personal Data to be retained. In the event the Personal Data is deleted or destroyed by the Service Provider, the Service Provider shall provide the Council with a certificate of destruction evidencing that the Personal Data has been destroyed or deleted.
- 21.2.18 make available to the Council at no cost to the Council all information necessary to demonstrate compliance with the obligations set out in this clause 21 and, upon request, allow the Council, the Information Commissioner's Office and its representatives access to the Service Provider's Premises, records and personnel for the purposes of assessing the Service Provider's compliance with its obligations under this clause 21; and
- 21.2.19 indemnify the Council from and against all costs, expenses (including legal and other professional fees and expenses), losses, damages and other liabilities of whatever nature (whether contractual, tortious or otherwise) suffered or incurred by the Council and arising out of or in connection with any breach by the Service Provider or any Sub-Contractors of this clause 21.

21.3 The provisions of this clause 21 shall apply during the continuance of this Framework Agreement and indefinitely after its expiry or termination.

COUNCIL DATA ON SERVICE PROVIDER'S IT SYSTEM(S)

21.4 The Service Provider shall:

- 21.4.1 take all reasonable precautions and use all reasonable endeavours to preserve the integrity of any Council Data or other data which it stores and/or processes on behalf of the Council and to prevent any corruption or loss of such data and to have in place an appropriate archiving and back-up policy;
- 21.4.2 follow its detailed archiving procedures for Council Data as set out in its archiving and back-up policy, a copy of which is to be provided to the Council and as such policy may be updated by the Service Provider from time to time, which shall include as a minimum, the Service Provider making a back-up copy of Council Data at the intervals and following the process detailed in its archiving and back-up policy and recording the copy on media form which the Council Data can be reloaded if there is any corruption or loss of the Council Data;
- 21.4.3 in the event of any corruption of or loss or damage to the Council Data, use all reasonable endeavours to restore the lost or damaged Council Data, at its own expense, from the latest back-up of such Council Data maintained by the Service Provider in accordance with the archiving procedure described in its archiving and back-up policy or, where the Council Data has not been restored by the Service Provider within [ten (10)] Working Days, at the Council's option, promptly reimburse the Council for any reasonable expenses it incurs in having the Council Data restored by a third party;
- 21.4.4 be responsible for any loss, destruction, alteration or disclosure of Council Data caused by itself and any of its Sub-Contractors, including (but not limited to) any third parties sub-contracted by the Service Provider to perform services related to Council Data maintenance and back-up; and
- 21.4.5 in providing the Services, have in place and comply with its privacy and security policy relating to the privacy and security of the Council Data, such policy to include measures equal to or broadly comparable with the relevant provisions of the Council's Data Protection and Information Security Policy. The Service Provider shall provide a copy of its privacy and security policy to the Council upon request and wherever such policy is updated by the Service Provider from time to time and shall take into account any comments the Council has on such policy.

22. INTELLECTUAL PROPERTY RIGHTS

- 22.1 Save as expressly granted under this Framework Agreement, neither the Council nor the Service Provider shall acquire any right title or interest in any Intellectual Property Rights vested in or licensed to the other party prior to or independently of the performance by the relevant party of its obligations under this Framework Agreement.
- 22.2 In the absence of prior written agreement by the Council to the contrary, all Intellectual Property Rights created by the Service Provider or any employee, agent or Sub-Contractor of the Service Provider:
 - 22.2.1 in the course of performing the Services; or

22.2.2 exclusively for the purpose of performing the Services,

22.2.3 shall by virtue of this Framework Agreement be vested in the Council on creation.

22.3 The Service Provider shall indemnify (and keep indemnified) the Council against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any Intellectual Property Right by the availability of the Services, except to the extent that such liabilities have resulted directly from the Council's failure properly to observe its obligations under this clause 22.

23. FREEDOM OF INFORMATION AND TRANSPARENCY

23.1 The Service Provider acknowledges that the Council is subject to the requirements of the FOIA and the EIR.

23.2 The Service Provider shall and shall procure that its Sub-contractors shall:

23.2.1 provide all necessary assistance and cooperation as reasonably requested by the Council to enable the Council to comply with its disclosure obligations under the FOIA and EIR (including responding to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations (as applicable);

23.2.2 transfer to the Council all Requests for Information relating to this Framework Agreement that it receives as soon as practicable and in any event within two (2) Working Days of receiving a Request for Information;

23.2.3 provide the Council with a copy of all Information belonging to the Council requested in the Request for Information which is in its possession or control in the form that the Council requires, within five (5) Working Days (or such other period as the Council may specify) of the Council's request for such Information; and

23.2.4 not respond directly to a Request for Information unless expressly authorised to do so by the Council.

23.3 The Service Provider acknowledges that the Council may be required under the FOIA and the EIR to disclose information (including Confidential Information) without consulting or obtaining consent from the Service Provider. The Council shall take reasonable steps to notify the Service Provider of a Request for Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Framework Agreement) the Council shall be responsible for determining in its absolute discretion whether any Confidential Information and / or any other information is exempt from disclosure in accordance with the FOIA and / or the EIRs.

- 23.4 The Service Provider acknowledges that, except for any information which is exempt from disclosure in accordance with the FOIA or the EIR, the text of this Framework Agreement (including the Schedules) is not Confidential Information.
- 23.5 Subject to the clause 23.3, the Service Provider hereby gives its consent for the Council to publish this Framework Agreement (including the Schedules) in its entirety, including, from time to time, agreed changes to this Framework Agreement, to the general public in whatever form the Council decides.
- 23.6 The Service Provider shall ensure that all Information is retained for disclosure and shall permit the Council to inspect such records as requested from time to time.

24. PUBLICITY AND BRANDING

- 24.1 Unless otherwise directed by the Council, the Service Provider shall not:

24.1.1 make any press announcements or advertise this Framework Agreement in anyway; or

24.1.2 use the name or brand of the Council in any promotion or marketing or announcement of Orders;

without the prior consent of the Council.

- 24.2 The Council shall be entitled to publicise this Framework Agreement in accordance with any legal obligation on the Council, including any examination of this Framework by the Auditor or otherwise.
- 24.3 The Service Provider shall not do anything or cause anything to be done which may damage the reputation of the Council and / or bring the Council into disrepute.

PART 5 – PERSONNEL

25. PERSONNEL

- 25.1 The Service Provider shall ensure that all Staff are of suitable character and are appropriately qualified, trained and experienced in the area of work which they are to perform.
- 25.2 The Service Provider shall not employ, engage or use the service of any person who²:
- 25.2.1 is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out any Regulated Activity or who may otherwise present a risk to children or Vulnerable Adults or any other person, in the provision of any part of the Services involving a Regulated Activity or access to or unsupervised contact with children or Vulnerable Adults without the Council's prior and express written consent; or

² This clause will only be relevant where the Safeguarding Vulnerable Groups Act 2006 applies (as amended by the Protection of Freedoms Act 2012).

25.2.2 discloses that he or she has a Relevant Conviction, or who is found by the Service Service Provider to have any Relevant Convictions (whether as a result of a police check or through the Disclosure and Barring Service (or any successor body) procedures or otherwise), in the provision of any part of the Services involving access to or processing of financial data, or access to or processing of sensitive personal data without the Council's prior and express written consent[. OR ,]

25.3 The Service Provider shall (and shall procure that the relevant Sub-Contractor shall):

25.3.1 ensure that all Staff who, in providing the Services, will be engaged in the provision of Regulated Activity are subject to a valid enhanced disclosure check undertaken through the Disclosure and Barring Service (or any successor body) including a check against the adults' barred list or the children's barred list, as appropriate; and

25.4 The Service Provider warrants that at all times for the purposes of this Framework Agreement it has no reason to believe that any person who is or will be employed or engaged by the Service Provider in the provision of the Services:

25.4.1 has a Relevant Conviction; or

25.4.2 is barred from carrying out Regulated Activity.

25.5 The Service Provider shall immediately notify the Council of any information that it reasonably requests to enable it to be satisfied that the obligations of this clause 25 have been met.

25.6 The Service Provider shall refer information about any person carrying out the Services to the Disclosure and Barring Service (or any successor body) where it removes permission for such person to carry out the Services (or would have, if such person had not otherwise ceased to carry out the Services) because, in its opinion, such person has harmed or poses a risk of harm to children or Vulnerable Adults.

25.7 The Service Provider shall ensure that its Representatives:

25.7.1 are adequately supervised and informed of the aspects of this Framework Agreement applicable to them so that they can comply with this Framework Agreement;

25.7.2 where specifically identified to the Council, will be assigned to provide the Services;

25.7.3 are appropriately attired for the duties they are undertaking including, (where necessary) wearing protective clothing and footwear;

25.7.4 on request, disclose their identity to the Council or any third party;

25.7.5 other than as permitted by this Framework Agreement, do not solicit or act in such a manner as to induce payment for performance of the Services;

25.7.6 act in a courteous considerate manner and do not use foul or offensive language, bring offensive materials onto or consume intoxicating liquor or illegal drugs whilst on Council Premises or providing the Services; and

25.7.7 do not bring animals or unauthorised persons onto Council Premises except as expressly authorised by the Authorised Officer.

25.8 The Service Provider shall provide, maintain and permit access to records of its Representatives in accordance with this Framework Agreement.

25.9 Subject to clause **Error! Reference source not found.**, the Authorised Officer may require the Service Provider, by notice in writing, to reprimand or remove from the provision of the Services any Representatives specified by such notice (including without limitation the Service Provider's Manager). Where required the Service Provider shall forthwith remove such Representatives from the provision of the Services and provide a replacement as appropriate to ensure that the Services are carried out in accordance with this Framework Agreement. Any Representatives removed from work under the provisions of this clause 25.9 may not be employed subsequently in the provision of the Services without the written consent of the Authorised Officer.

25.10 The Council shall not be liable either to the Service Provider or to any Representatives in respect of any liability loss or damage occasioned by the operation of clause 25.9.

26. EQUAL OPPORTUNITIES AND HUMAN RIGHTS

26.1 The Service Provider shall have in place an equal opportunities policy. This policy must specify that the Service Provider will not treat staff less favourably on the grounds of their colour, race, ethnic or national origin, nationality (including citizenship), marital status, sex, sexual orientation, religion or belief, age or because they have a disability. The policy must also specify that the Service Provider will not tolerate behaviour, which is inconsistent with it, and detail the measures it will take if this occurs.

26.2 The Service Provider shall take all reasonable steps to ensure that all of its Representatives do not unlawfully discriminate and comply with the Service Provider's obligations under this clause 26.

26.3 In the performance of the Services and in its dealings with Service Users/Customers, Council employees and members of the general public, the Service Provider shall comply and shall ensure that its Representative's comply with;

26.3.1 the Human Rights Act 1998 as if the Service Provider were a public body (as defined in the Human Rights Act 1998);

26.3.2 all Laws relating to equal opportunities, and

26.3.3 the Council's equal opportunities policies and procedures as may be adopted and amended from time to time and as notified to the Service Provider.

26.4 In the event of any finding of unlawful age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex or sexual orientation discrimination being made against the Service Provider or its Sub-Contractor(s) during the Framework Term by any court or tribunal, or of an adverse finding in any formal investigation by the Equality and Human Rights Commission (or any successor organisation) over the same period, the Service Provider shall inform the Council of this finding forthwith and shall (but, in the event of an appeal, only after the final and unsuccessful outcome of the appellate process) take appropriate steps to the reasonable satisfaction of the Council to prevent repetition of the unlawful discrimination.

27. TUPE

27.1 The parties agree that the provisions of Schedule 9 (Staff Transfer) will apply during the Framework Term to any transfer under TUPE of Transferring Employees, and / or Relevant Employees.

PART 6 – FRAMEWORK AGREEMENT TERMINATION AND SUSPENSION

28. TERMINATION

28.1 Termination on Default

28.1.1 The Council may terminate this Framework Agreement and remove the Service Provider from the Framework by serving notice on the Service Provider in writing with effect from the date specified in such notice where:

28.1.1.1 the Service Provider commits a material breach and:

28.1.1.1.1 the Service Provider has not remedied the material breach to the satisfaction of the Council within twenty (20) Working Days, or such other period as may be specified by the Council, after issue of a written notice specifying the material Default and requesting it to be remedied; or

28.1.1.1.2 the material breach is not, in the reasonable opinion of the Council, capable of remedy; or

28.1.1.2 any warranty given by the Service Provider pursuant to clause 7 (Warranties, Representations and Guarantees) is found to be untrue or misleading;

28.1.1.3 the Service Provider fails to effect or maintain the Required Insurances; or

28.1.1.4 the Service Provider commits a Default (other than as a consequence of a Default by the Council) which results in the criminal investigation, prosecution and conviction of the Service Provider or any Sub-Contractor under the Health and Safety Regime; or

28.1.1.5 the Service Provider materially fails to comply with or materially breaches any Law which imposes a criminal penalty or otherwise and where such failure or breach in the reasonable opinion of the Council adversely affects the reputation of the Council.

28.1.2 For the purposes of clause 28.1.1, a “material breach” means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the Council would otherwise derive from:

28.1.2.1 a substantial portion of this Framework Agreement; or

28.1.2.2 any of the obligations set out in Parts 2,4,5,7, and 8 of this Framework Agreement

over the term of this Framework Agreement. In deciding whether any breach is material, no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

28.1.2.3 where the Service Provider is in breach of the provisions of the Specification;

28.1.2.4 in accordance with the Contract Management Process and associated performance points scheme;

28.1.2.A The Service Provider has become an excluded or excludable supplier under section 78.2(b) PA23.

28.1.3 In determining whether to exercise any right of termination pursuant to clause 28.1 (Termination on Default) the Council shall:

28.1.3.1 act in a reasonable and proportionate manner having regard to such matters as the gravity of any offence and the identity of the person committing it; and

28.1.3.2 give all due consideration, where appropriate, to action other than termination of this Framework Agreement.

28.2 Termination on Insolvency

28.2.1 Without affecting any other right or remedy available to it, the Council may terminate this Framework Agreement with immediate effect by notice in writing in the event of an Insolvency Event provided always that such termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall accrue thereafter to the Council.

28.2.2 For the avoidance of doubt, a resolution by the Service Provider or a court order that the Service Provider be wound up for the purpose of a bona fide reconstruction or amalgamation shall not amount to an Insolvency Event.

28.3 Termination on Change of Control

28.3.1 The Service Provider shall notify the Council immediately in writing if the Service Provider undergoes a Change of Control and provided this does not contravene any Law shall notify the Council immediately in writing of any circumstances suggesting that a Change of Control is planned or in contemplation.

28.3.2 The Council may terminate this Framework Agreement by giving written notice to the Service Provider with immediate effect within six (6) Months of:

28.3.2.1 being notified that a Change of Control has occurred; or

28.3.2.2 where no notification has been made, the date that Council becomes aware of the Change of Control,

if the Council considers, acting reasonably, that such change is likely to have an adverse effect on the provision of the Framework Services, but the Council shall not be permitted to terminate this Framework Agreement where the Council has approved the Change of Control in advance.

28.3.3 The Council may terminate this Framework Agreement by giving notice in writing to the Service Provider with immediate effect where the Service Provider makes any public announcement or a director of the board of directors of the Service Provider advises an officer of the Council that the Service Provider is no longer going to continue to develop or to offer the provision of services similar to the Framework Services and there is evidence that such announcement will materially adversely impact the ability of the Service Provider to provide the Framework Services.

28.4 Termination on Corruption

28.4.1 The Council may terminate this Framework Agreement and remove Service Provider from the Framework by serving notice on the Service Provider with effect from the date specified in such notice where the Service Provider commits a Prohibited Act.

28.5 Termination on Breach of Information Obligations

28.5.1 The Council may terminate this Framework Agreement and remove Service Provider from the Framework by serving notice on the Service Provider in writing with effect from the date specified in such notice where the Service Provider is in material Default of:

28.5.1.1 clause 19 (Confidentiality);

28.5.1.2 clause 20 (Data Protection); and / or

28.5.1.3 clause 20.4 (Freedom of Information).

28.6 Termination on Financial Standing

28.6.1 The Council may terminate this Framework Agreement by serving notice on the Service Provider in writing with effect from the date specified in such notice where the Service Provider fails to meet the minimum standards of economic and financial standing set out in the SQ following any assessment carried out pursuant to clause 16 (Financial Information, Audits and Compliance with Selection Criteria).

28.7 Termination in compliance with the PA23

28.7.1 The Council may terminate this Framework Agreement where:

- (a) this Framework Agreement has been subject to a substantial modification or a modification which is not permitted modification under Schedule 8 PA23;
- (b) the Service Provider has, at the time of the award of this Framework Agreement, been in one of the situations referred to in sections 57.1(a) or 2(a) PA23 (an excluded or and excludable Service Provider), and should therefore have been excluded from the procurement procedure;

28.8 Termination at Will

28.1.1 Council shall have the right to terminate this Framework Agreement with the Service Provider or to terminate the provision of any part of this Framework Agreement at any time by giving three (3) Months' written notice to the Service Provider. The Parties acknowledge that if the Council exercises its rights under this clause 0 it shall exercise its equivalent rights under all agreements with the Service Provider.

29. TERMINATION ON FORCE MAJEURE

29.1 If a Force Majeure Events prevents, hinders or delays the Affected Party from performing its obligations under this Framework Agreement in any material respect for a period of three (3) consecutive months then, provided the notification requirements set out in clause 38 (Force Majeure) have been met, without prejudice to any accrued rights or remedies under this Framework Agreement, the Council may terminate this Framework Agreement by giving one month's written notice in writing to the Affected Party.

30. SUSPENSION OF SERVICE PROVIDER'S APPOINTMENT

- 30.1 Without prejudice to the Council's rights to terminate this Framework Agreement under clause 28 (Termination), if a right to terminate this Framework Agreement arises under clause 28 (Termination), the Council may suspend the Service Provider's right to participate in Mini-Competitions under any or all of the Lots by giving notice in writing to the Service Provider ("**Suspension Notice**"). If the Council serves a Suspension Notice to the Service Provider in accordance with this clause 30, the Service Provider's appointment shall be suspended for the period set out in the Suspension Notice or such other period notified to the Service Provider by the Council in writing from time to time.
- 30.2 A Suspension Notice issued by the Council shall include details of any performance improvements required from the Service Provider including timescales for such improvement ("**Performance Improvement Plan**"). The Service Provider shall be required to comply with the Performance Improvement Plan within the timescales set out in the Suspension Notice or such other timescale as may be agreed between the Parties.
- 30.3 In the event that the Service Provider fails to comply with the Performance Improvement Plan to the Council's reasonable satisfaction, the Council must issue a Contract Performance Notice under section 71.5 PA23 and may be entitled to terminate this Framework Agreement for poor performance under the provisions of PA23 or in accordance with clause 28.1 (Termination on Default or Failure).
- 30.4 The service of a Suspension Notice shall not operate as a notice to terminate or suspend any Call-off Contract already made under this Framework Agreement. Suspension of a Framework Provider pursuant to clause 30.1 shall not cause any Call-Off Contracts to terminate or be suspended automatically. For the avoidance of doubt, all Call-off Contracts shall remain in force unless and until they are terminated or expire in accordance with the Call-off Terms.

30A USE OF A SUBSTITUTE SERVICE PROVIDER

The Council may engage a substitute provider in accordance with this provision if:

- a) the Service Provider fails to undertake any of the Services in accordance with the performance indicators stipulated in the Specification or the tender documents;
- b) in the reasonable opinion of the Council the Service Provider has failed to allocate sufficient resources to perform any of the Services.

- 30A.1 Where the Council pursuant to clause 30A, decides to engage a substitute provider it shall notify the Service Provider in respect of the Service Provider's failure under clause 30A above and engage a substitute provider of its choice to carry out the relevant work until the Service Provider is able reasonably to satisfy the Council of its ability to carry out that work in accordance with the Service Specification and Route Schedule.
- 30A.1 Where the Council has served notice on the Service Provider in accordance with Condition 30A.1 it may in respect of the relevant Services forthwith recover from the Service Provider any costs, damages or expenses incurred by the Council by reason of the default of the Service Provider to comply with the requirements referred to in this clause together with any costs or expenses incurred by the Council in excess of the sums that would have been paid by the Council to the Service Provider under the terms of the relevant Call Off Contract.

31. CONSEQUENCES OF TERMINATION AND EXPIRY

- 31.1 For the avoidance of doubt, the Council shall be entitled to exercise any of its rights of termination set out in clause 28 (Termination) without incurring any penalty or additional costs to the Service Provider.
- 31.2 Notwithstanding the service of a notice to terminate this Framework Agreement, the Service Provider shall continue to fulfil its obligations under this Framework Agreement until the date of expiry or termination of the Framework Agreement or such other date as required under this clause 31.
- 31.3 Unless expressly stated to the contrary, the service of a notice to terminate this Framework Agreement shall not operate as a notice to terminate any Call-off Contract made under this Framework Agreement. Termination or expiry of this Framework Agreement shall not cause any Call-Off Contracts to terminate automatically. For the avoidance of doubt, all Call-off Contracts shall remain in force unless and until they are terminated or expire in accordance with the Call-off Terms.
- 31.4 Within thirty (30) Working Days of the date of termination or expiry of this Framework Agreement, the Service Provider shall return or destroy at the request of the Council any data, personal information relating to the Council or its personnel, or Confidential Information belonging to the Council in the Service Provider's possession, power or control, either in its then current format or in a format nominated by the Council (in which event the Council will reimburse the Service Provider'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 Council, save that it may keep one copy of any such data or information for a period of up to twelve (12) Months to comply with its obligations under this Framework Agreement or such period as is necessary for such compliance.
- 31.5 The rights of the Council (to terminate or otherwise) under clause 28 (Termination) are in addition (and without prejudice) to any other right or remedy which the Council may have to claim the amount of loss or damage suffered by the Council on account of the acts or omissions of the Service Provider (or to take any action other than termination of this Framework Agreement).
- 31.6 Termination or expiry of this Framework Agreement shall be without prejudice to any rights, remedies or obligations of either Party accrued under this Framework Agreement before such termination or expiry.
- 31.7 The provisions of the following clauses shall survive the termination or expiry of this Framework Agreement, together with any other provision which is either expressed to or by implication is intended to survive termination: clause 1 (Definitions and Interpretation); clause 7 (Warranties and Representations); clause 14 (Corrupt Gifts and Fraud); clause 18 (Records and Audit Access); clause 19 (Confidentiality); clause 20 (Data Protection); clause 20.4 (Freedom of Information); clause 24 (Publicity and Branding); clause 31 (Consequences of Termination); clause 33 (Insurance); clause 34 (Dispute Resolution); clause 45 (Third Party Rights); clause 43 (Severability); clause 47 (Entire Agreement); and clause 52 (Governing Law and Jurisdiction).

32. COMPLAINTS HANDLING AND RESOLUTION

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

PART 7 – INSURANCE

33. INSURANCE

- 33.1 The Service Provider shall throughout the duration of this Framework Agreement effect and maintain the following insurances with a reputable insurance company in relation to its obligations under this Framework Agreement:

- 33.1.1 public liability insurance against all loss of and damage to property and injury to persons (including death) under which the cover shall not be less than [ten million pounds (£10,000,000)] in respect of any one (1) incident;
- 33.1.2 Employers' liability insurance with a minimum limit of indemnity of ten million pounds (10,000,000) in respect of any one (1) incident;
- 33.1.3 Medical malpractice insurance under which the cover is not less than five million pounds (£5,000,000) in respect of any one (1) incident [and shall maintain such cover for six (6) years after the end of this Framework Agreement or the last Call-off Contract (whichever is the later) for all claims to which this clause 33.1.3 applies];

Together the “**Required Insurances**”.

- 33.2 The Service Provider shall upon request made from time to time produce to the Council documentary evidence that the Required Insurances are properly maintained.

PART 8 – GENERAL PROVISIONS

34. DISPUTE RESOLUTION

- 34.1 If a dispute arises out of or in connection with this Framework Agreement or the performance, validity or enforceability of it (a “**Dispute**”) then the Parties shall follow the procedure set out in this clause 34:
- 34.1.1 Either Party shall give to the other written notice of the Dispute, setting out its nature and full particulars (“**Dispute Notice**”), together with the relevant supporting documents. On service of the Dispute Notice, suitably senior officers of the Parties shall attempt in good faith to resolve the Dispute.

34.1.2 if the dispute cannot be resolved by the Parties pursuant to clause 34.1 within thirty (30) days of service of the Dispute Notice, the dispute shall be referred to the Director of [insert relevant department] for the Council and the Managing Director (or equivalent) for the Service Provider who shall attempt in good faith to resolve it; and

34.1.3 If the Dispute cannot be resolved by the Parties pursuant to clause 34.1.2 for any reason within thirty (30) days, the Parties shall attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a Party must service notice in writing ("**ADR Notice**") to the other Party to the Dispute, requesting a mediation. A copy of the ADR Notice should be sent to CEDR Solve. The mediation will start not later than thirty (30) days after the date of the ADR Notice.

34.2 The commencement of mediation shall not prevent the parties commencing or continuing court proceedings in relation to the Dispute under clause 52 (Governing Law and Jurisdiction) which shall apply at all times.

34.3 If the Parties fail to resolve the dispute by mediation within sixty (60) Working Days after service of the ADR Notice (the "**ADR Period**"), or either Party fails to participate in the mediation before the expiration of the ADR Period, or the mediation terminates before the expiration of the ADR Period, the Dispute shall be finally resolved pursuant to clause 49.4 (Governing Law and Jurisdiction).

34.4 The obligations of the Parties under this Framework Agreement and / or any Call-off Contract shall not be suspended, cease or be delayed by the reference of a Dispute to mediation or the courts pursuant to this clause 34 (Dispute Resolution) and the Service Provider and its Staff shall comply fully with the requirements of this Framework Agreement at all times.

35. SUCCESSORS

35.1 The provisions of this Framework Agreement are binding on any successors in title of the parties.

36. RELATIONSHIP OF PARTIES

36.1 The Service Provider shall not be deemed to be, an agent of the Council and the Service Provider shall not hold itself out as having authority or power to bind the Council in any way, other than expressly conferred by this Framework Agreement.

36.2 Nothing in this Framework Agreement shall be construed as creating a partnership within the meaning of the Partnership Act 1890, or as a contract of employment between the Service Provider and the Council.

37. SUB-CONTRACTING, ASSIGNMENT AND NOVATION

- 37.1 Subject to the remaining provisions of this clause 37, the Service Provider shall not be entitled to assign, novate, or otherwise dispose of any or all of its rights under this Framework Agreement without the prior written consent of the Council.
- 37.2 The Council may assign, novate or otherwise dispose of any or all of its rights and obligations under this Framework Agreement and any associated third party licences on the same terms and conditions to any Other Contracting Authority or to any other body/bodies including any private sector body/bodies which substantially performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Council and shall give notice of such assignment, novation or disposal to the Service Provider. The Service shall, at the Council's request, enter into a novation agreement in such form as the Council shall reasonably specify in order to enable the Council to exercise its rights pursuant to this Clause 37.2.
- 37.3 Provided that the Council has given prior written consent, the Service Provider shall be entitled to novate this Framework Agreement where:
- 37.2.1.1 the specific change in service provider was provided for in the procurement process for the award of this Framework Agreement; or
- 37.2.2 there has been a universal or partial succession into the position of the Service Provider, following a corporate restructuring, including takeover, merger, acquisition or insolvency, by another economic operator that meets the criteria for qualitative selection applied in the procurement process for the award of this Framework Agreement.
- 37.4 The Service Provider shall not be entitled to sub-contract the whole or any part of its obligations under this Framework Agreement except with the express prior written consent of the Council such consent not to be unreasonably withheld. The Council may withhold its consent to the appointment of a Subcontractor if it considers that:
- (a) the appointment of a proposed Subcontractor may prejudice the provision of the Services or may be contrary to its interests;
 - (b) the proposed Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers;
 - (c) the proposed Subcontractor employs unfit persons;
 - (d) whether the Contractor considers that an exclusion ground within the meaning of the PA23 and any associated regulations does or may apply to the Sub-contractor; and/or
 - (e) the proposed Subcontractor is an excluded or excludable Contractor within the meaning of the PA 23 and any associated regulations.
- 37.5 If given, consent to enter into a Sub-Contract shall not relieve the Service Provider from any liability or obligation under this Framework Agreement and the Service Provider shall be responsible for the acts, defaults or neglect of any Sub-Contractor, its employees or agents in all respects as if they were the acts, defaults or neglect of the Service Provider.
- 37.6 In the event that the Service Provider enters into any Sub-contract in connection with a call-off contract it shall ensure that it does not any time during the Term enter into a Subcontract with:
- (i) any contractor that is on the debarment list on the basis of a mandatory exclusion ground within the meaning of the PA 23 and associated regulations; or

(ii) any contractor that is on the debarment list on the basis of a discretionary exclusion ground within the meaning of the PA23 and associated regulations, unless the contractor has obtained the Council's prior written consent to the appointment of the relevant proposed Subcontractor.

37.7 If a Subcontractor is to be appointed under this Framework Agreement then the Council may, in accordance with Section 72 of the PA23, require that the Contractor enters into a legally binding arrangement with the proposed Subcontractor within such reasonable time period after the Commencement Date as may be specified by the Council.

37.8 If the Service Provider does not enter into a legally binding agreement in accordance with Clause 37.6 then the Council may, in accordance with Section 72 of the PA23, require that the Contractor enters into a legally binding arrangement with the proposed Subcontractor within such reasonable time period after the Commencement Date as may be specified by the Council. The Council may upon failure to enter into a subcontract :

- a) terminate this Framework Agreement and the consequences of termination shall apply; or
- b) require the Contractor to enter into a legally binding agreement with an alternate Subcontractor.

37.9 For Sub-Contracts in the Service Providers supply chain entered into wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract:

(a) where such Sub-Contracts are entered into after the Commencement Date, the Contractor will ensure that they all contain provisions that; or

(b) where such Sub-Contracts are entered into before the Commencement Date, the Contractor will take all reasonable endeavours to ensure that they all contain provisions that:

(i) allow the Service Provider to terminate the Sub-Contract if the Subcontractor fails to comply with its obligations in respect of environmental, social or employment Law;

(ii) require that all Subcontractors are paid:

before the end of the period of thirty (30) days beginning with the day on which an invoice is received by the Contractor or other party in respect of the sum; or if later, the date by which the payment falls due in accordance with the invoice, subject to the invoice being verified by the party making payment as valid and undisputed;

(iii) require the party receiving goods or services under the sub-contract to consider and verify invoices under that contract in a timely fashion and notify the Subcontractor without undue delay if it considers the invoice invalid or it disputes the invoice; and

(iv) allow the Council to publish the details of the late payment or non-payment if this thirty (30) day limit is exceeded.

The Contractor must ensure that a term equivalent to Clause 37.8 is included in each Sub-Contract in its supply chain, such that each Subcontractor is obliged to include those terms in any of its own Sub-Contracts in the supply chain for the delivery of this Contract.

37.10 The Service Provider shall enter into such agreement and / or deed as the Council shall reasonably require so as to give effect to any assignment, novation or disposal made pursuant to this clause 35 (Sub-Contracting, Assignment and Novation).

38. FORCE MAJEURE

38.1 Provided it has complied with clause 38.2, if any party is delayed in or prevented from performing any of its obligations under this Framework

Agreement by a Force Majeure Event (“Affected Party”) then, so long as that Force Majeure Event continues, that party shall be excused from performance of such obligations to the extent it is so delayed or prevented, and the time for performance of such obligation(s) shall be delayed accordingly.

38.2 On the occurrence of a Force Majeure Event, the Affected Party shall:

38.2.1 notify the other party in writing as soon as practicable after the start of the Force Majeure Event, but in any event not later than [two (2)] weeks from its start. Such notification shall contain details of the Force Majeure Event, including the date on which it started, its likely or potential duration, the mitigating steps that the Affected Party proposes to take and evidence of its effect on the ability of the Affected Party to perform any of its obligations under this Framework Agreement; and

38.2.2 use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

38.3 As soon as practicable following such notification, the parties shall consult each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the impact of the Force Majeure Event and facilitate continued performance of this Framework Agreement.

38.4 The Affected Party shall notify the other party as soon as practicable after the Force Majeure Event ceases or no longer delays or prevents the affected party from complying with its obligations under this Framework Agreement. Following such notification (subject to termination under clause 29 (Termination on Force Majeure), this Framework Agreement shall continue to be performed on the terms existing immediately prior to the occurrence of the Force Majeure Event.

38.5 For the duration of any suspension of the Service Provider’s obligations under this clause 38, the Council shall only be liable to pay the Service Provider an amount that reflects the reduced Services (if any) being performed.

39. BUSINESS CONTINUITY PLANNING AND CIVIL CONTINGENCIES³

39.1 The Service Provider is required to have in place adequate and appropriate measures to ensure, where reasonably practicable, that it is able to continue providing the Services within a predetermined time in the event of service disruption or a state of emergency which partially or completely interrupts the Service Provider’s business critical functions and which would otherwise impact the Service Provider’s provision of the Services, and:

39.1.1 the Service Provider may be required by the Council to provide satisfactory evidence demonstrating compliance with the key principals of the British Standard for Business Continuity

³ Confirm with instructing client and Procurement Services if this is required.

(BS25999) or its equivalent; however, certification of the Service Provider to this standard, though desirable, is not mandatory.

- 39.1.2 the Council may from time to time require the Service Provider to demonstrate to the reasonable satisfaction of the Council the viability and effectiveness of the Service Provider's business continuity arrangements by providing details of its exercising and maintenance programmes.

39.2 Where an Emergency, as defined in Part 1 of the Civil Contingencies Act 2004 (an "Emergency"), occurs or is imminent the Service Provider shall:

- 39.2.1 immediately upon the receipt of instructions from the Authorised Officer, make all its resources, (including staff, supervisory staff, plant and equipment, materials and premises) used and organised to execute this Framework Agreement, available to the Council to assist in dealing with Emergency work; and

- 39.2.2 carry out such Emergency work as is authorised by the Authorised Officer.

39.3 During the period in which the Service Provider is engaged in Emergency work as prescribed above, the whole or part of the work required to be carried out under this Framework Agreement may be suspended.

39.4 The Service Provider shall be required to negotiate payment from the Council for any authorised Emergency work done. Such payment shall be based on the actual cost of carrying out the Emergency work and may include a reasonable margin to cover overheads and profits.

39.5 From time to time, the Council may require members of the Service Provider's Staff to attend and be involved in business continuity exercises and/or Emergency training exercises, and such other relevant training organised by the Council, a Borough/District council in the County, or Central Government. Reimbursement, where necessary, for involvement in training activities, pursuant to this section, shall be on the same basis as that outlined in clause 39.4.

40. ASSISTANCE IN LEGAL PROCEEDINGS

- 40.1 Where requested by the Authorised Officer, the Service Provider shall give all reasonable assistance and co-operation and provide to the Council any relevant information which is not confidential in connection with any legal inquiry, arbitration or court proceedings in which the Council may become involved, or any relevant disciplinary hearing internal to the Council, or any inquiry by the Local Government Ombudsman, arising out of the provision of the Services.

40.2 Where the Service Provider becomes aware of any incident, accident or other matter which may lead to a complaint to the Local Government Ombudsman or a claim or legal proceedings, in respect of the provision of or failure to provide the Services, it shall notify the Authorised Officer by telephone and in writing as soon as practicable and in any event within forty eight (48) hours of becoming aware of the same. Such written notification shall include all relevant information that is not confidential to enable the Authorised Officer to investigate the matter fully.

40.3 Such information provided or assistance rendered pursuant to the obligations in this clause 40, in whatever form, shall be at no additional cost to the Council.

41. PREVENT DUTY

41.1 The Service Provider acknowledges that the Council has a duty under the Counter Terrorism and Security Act 2015 (“**CTSA 2015**”) to have due regard to the requirement to prevent people from being drawn into terrorism (“**Prevent Duty**”). The Service Provider shall, and shall procure that its Representatives shall, give all reasonable assistance and support to the Council in meeting its duty as a specified authority pursuant to the CTSA 2015 (and all regulations made thereunder) and the Service Provider shall have regard to the statutory guidance issued under section 29 of the CTSA 2015.

MODERN SLAVERY & UNETHICAL LABOUR

41.2 In performing its obligations under this Framework Agreement, the Service Provider shall:

- 41.2.1 comply with all applicable labour, employment, anti-slavery and human trafficking laws, statutes, regulations from time to time in force including but not limited to the Modern Slavery Act 2015;
- 41.2.2 include in contracts with its direct subcontractors and suppliers provisions which are at least as onerous as those set out in this clause 41;
- 41.2.3 notify the Council as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Framework Agreement.
- 41.2.4 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK;
- 41.2.5 implement due diligence procedures for its organisation and participants in the supply chains to ensure that no modern slavery and labour exploitation is taking place;
- 41.2.6 respond promptly to modern slavery and labour exploitation due diligence questionnaires or assessments issued to it by the Council from time to time, and shall ensure that its responses are complete and accurate, and ;
- 41.2.7 take appropriate and timely action to address any risks, issues or areas for improvement identified through the relevant due diligence questionnaires or assessments
- 41.2.8 implement systems for reporting and handling of worker concerns and maintain accurate records of incidents and actions taken to address these;
- 41.2.9 include in contracts with its direct subcontractors and suppliers provisions which are at least as onerous as those set out in this clause ; and
- 41.2.10 notify the Council as soon as it becomes aware of any actual or suspected modern slavery and labour exploitation in a supply chain which has a connection with this Framework Agreement, providing a narrative detailing the supplier’s

response to address such violations.

41.2.11 prepare and deliver to the Council, each year, an annual updated modern slavery and human trafficking statement/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. The statement/report must contain details of:

- a. the Service Provider's structure, business and supply chains;
- b. the Service Provider's policies in relation to slavery and human trafficking;
- c. the Service Provider's due diligence processes in relation to slavery and human trafficking in the Service Provider's business and supply chains;
- d. the areas of the Service Provider's business and supply chains where there is a risk of slavery and human trafficking occurring and the steps the Service Provider has taken to assess and manage that risk;
- e. the Service Provider's effectiveness in ensuring that slavery and human trafficking is not taking place within its business or supply chain, measured against such performance indicators as the Service Provider deems appropriate; and
- f. the training and capacity building about slavery and human trafficking available to staff.

41.2.12 The Service Provider represents and warrants throughout the Framework Term that:

- (a) it responds promptly to all modern slavery due diligence questionnaires issued to it by the Council from time to time and shall ensure that its responses to all such slavery and human trafficking due diligence questionnaires are complete and accurate;
- (b) neither the Service Provider nor any of its officers, employees or Sub-Contractors:
 - (c) has been convicted of any offence involving slavery and human trafficking anywhere in the world; or
 - (d) having made reasonable enquiries, to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking; or
 - (e) been listed by any government department or agency as being debarred, suspended, or proposed for suspension or debarment from participation in public procurement programmes or otherwise been excluded from a public procurement procedure on grounds relating to forced labour or modern slavery offences or misconduct.

41.2.13 The Service Provider shall implement due diligence procedures for its Sub-Contractors or any part of its supply chain performing obligations under this agreement to ensure that there is no slavery or human trafficking taking place.

41.2.14 The Service Provider shall:

(a) maintain a complete set of records to trace the supply chain of all Services provided to the Council in connection with this agreement; and

(b) without prejudice to clause 41.2.13 (c), if the Council reasonably suspects the Service Provider of breach of clause 41.2.13 (a) permit the Council and its third party representatives to have access

to and take copies of any records and any other information at the Service Provider's premises and to meet with the Service Provider's personnel to audit the Service Provider's compliance with its obligations under this clause 41; and

(c)implement annual audits of its compliance and its Sub-Contractors' compliance with the Anti-Slavery Policy, either directly or through a third party auditor.

41.2.15 The Service Provider shall:

- (a)implement a system of training for its employees, and Sub-Contractors to ensure compliance with the Anti-Slavery Policy and Anti-slavery Laws;
- (b)keep a record of all training offered and completed by its employees, and subcontractors to ensure compliance with the Anti-Slavery Policy and Anti-slavery Laws and shall make a copy of the record available to the Council on request.

41.2.16 Sub-Contractors and Supply Chains

The Service Provider must:

- (a)Not use or allow its Sub-Contractors or labour providers to use forced labour, child labour, slave labour and/or other exploited forms of labour; and
- (b)implement due diligence procedures for its Sub-Contractors and other participants in its supply chains to ensure that there is no form of modern slavery and related exploitative conduct occurring in any part of its supply chain performing obligations under a contract or any Call Off Contract;

42. RIGHTS AND DUTIES RESERVED

42.1 All rights and duties which the Council has as a local Council or which the Council's officers have as local authority officers including as a local planning authority and a waste disposal authority are reserved.

43. SEVERABILITY

43.1 If any provision, clause or part-provision of this Framework Agreement is or becomes invalid, illegal or unenforceable for any reason, by any court of competent jurisdiction, such provision shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision, clause or part-provision shall be severed and deemed deleted.

43.2 If one Party gives notice the other of the possibility that any provision or part-provision of this Framework Agreement is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

43.3 If a provision of this Framework Agreement that is fundamental to the accomplishment of the purpose of this Framework Agreement is held to any extent to be invalid, the Service Provider and the Council shall immediately commence good faith negotiations to remedy that invalidity.

43.4 Any modification to or deletion of a provision, clause or part-provision under this clause 43 (Severability) shall not affect the validity and enforceability of the rest of this Framework Agreement, which shall continue in full force.

44. VARIATIONS

44.1 Any variations to this Framework Agreement, save for any assignment or novation pursuant to clause 35 (Sub-Contracting, Assignment and Novation) above ("**Framework Change**") must be made only in accordance with the Framework Variation Procedure set out in Schedule 6 (Framework Variation Procedure).

45. THIRD PARTY RIGHTS

45.1 Except as provided in clauses 3 (Scope of Framework Agreement) and 4 (Call-off Order Procedure), a person who is not a party to this Framework Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Framework Agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

45.2 The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under this Framework Agreement are not subject to the consent of any other person.

46. WAIVER

46.1 No term or provision of this Framework Agreement shall be a waiver of a past or future default or breach, nor shall it amend, delete or add to the terms, clauses or provisions of this Framework Agreement unless (and then only to the extent that) it is expressly stated in that waiver.

46.2 No failure or delay by a party to exercise any right or remedy provided under this Framework Agreement or by Law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

46.3 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other party in accordance with clause 48 (Notices).

46.4 The Council reserves all rights and remedies in relation to any past or future default or breach of this Framework Agreement.

47. ENTIRE AGREEMENT

- 47.1 Without prejudice to clause 8.1.4, this Framework Agreement (including the Schedules) and the documents referred to in it constitutes the entire agreement and understanding 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 47 (Entire Agreement) shall operate to exclude any liability for fraud or misrepresentation.
- 47.2 Save as provided for in clause 7 (Warranties, Representations and Guarantees), each Party acknowledges and 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 Framework Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Framework Agreement.

48. NOTICES

- 48.1 Except as otherwise expressly provided within this Framework Agreement, no notice or other communication from one Party to the other shall have any validity under this Framework Agreement unless made in writing by or on behalf of the Party sending the communication.
- 48.2 Any notice or other communication which is to be given or made under by either Party under this Framework Agreement shall be in writing and in English and signed by or on behalf of the Party giving it and may be given by:
- 48.2.1 delivering the notice by hand, in which case the notice shall be deemed to have been duly served at the time it is so delivered or left; or
- 48.2.2 posting the notice in a pre-paid envelope by first class, special delivery or recorded delivery post, in which case the notice shall be deemed to have been duly served at the time it would be delivered in the ordinary course of that method of posting; or
- 48.2.3 by email transmission (confirmed by letter), in which case the notice shall be deemed to have been duly served at the time of transmission.
- 48.3 For the purpose of this clause 48, the address of each Party shall be:
- 48.3.1 For the Council:

Address: Surrey County Council, , Woodhatch Place, 11 Cockshot Hill, Reigate,
Surrey RH2 8EF.
Telephone: [INSERT]



Email: contractsandprocurement.legal@surreycc.gov.uk
For the attention of: the Authorised Officer
with copies to [the Assistant Chief Executive]

48.3.2 For the Service Service Provider:

Address: [INSERT]
Telephone: [INSERT]
Email: [INSERT]
For the attention of: [INSERT]

48.4 Either Party may change its address for service by serving a notice in accordance with this clause 48 (Notices).

49. CONFLICTS OF INTEREST

49.1 Acting always in the best interest of the Council, the Service Provider shall take appropriate steps to ensure that neither the Service Provider nor any of the Service Provider's Representatives are placed in a position where (in the reasonable opinion of the Council), there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Service Provider or its Representatives and the duties owed to the Council under this Framework Agreement.

49.2 The Service Provider shall notify the Council and (subject to any overriding duty of confidentiality) provide full particulars to the Council immediately on becoming aware of any possible conflict of interest referred to in clause 49.1 (or any other conflict between the interests of the Council and the Service Provider or any other person to whom services are provided by the Service Provider) which may arise or potentially arise or which may have reasonably been reasonably foreseen as arising.

49.3 The Service Provider shall immediately take all reasonable action to remove or avoid the cause of any such conflict of interest to the satisfaction of the Council.

49.4 The provisions of this clause 49 (Conflicts of Interest) shall apply during the Framework Term and for a period of two (2) years after termination or expiry (howsoever caused).

50. COUNTERPARTS

50.1 This Framework Agreement may be executed in one or more counterparts and any party may enter into this Framework Agreement by executing a counterpart. Any single counterpart or a set of counterparts executed in either case by all the parties shall constitute one and the same agreement and a full original of this Framework Agreement for all purposes.

50.2 Transmission of a signed counterpart of this Framework Agreement **OR** the signed signature page of a counterpart of this Framework Agreement by email (in PDF, JPEG or other agreed format), shall take effect as delivery of a signed counterpart of this Framework Agreement.

51. ACCESSIBILITY

- 51.1 If applicable to the Services under this Framework Agreement, the Service Provider shall ensure compliance with the Public Sector Bodies (Websites and Mobile Applications) (No.2) Accessibility Regulations 2018, as amended from time to time, throughout the Framework Term. If the Service Provider fails to comply with such Regulations, and this results in loss or liability by the Council, the Service Provider shall indemnify the Council for all reasonable losses.

52. GOVERNING LAW AND JURISDICTION

- 52.1 This Framework Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the Law of England and Wales.
- 52.2 Each Party irrevocably accepts that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Framework Agreement or its subject matter or formation (including non-contractual disputes or claims).

53. EXCLUSIONS

- 53.1 During the Term the Service Provider shall notify the Council as soon as reasonably practicable if:
- 53.1.1 the Service Provider considers that an exclusion ground within the PA 23 and any associated regulations applies to the Service Provider, including where the Service Provider is put on the debarment list or becomes an excluded or excludable contractor by virtue of any associated persons or subcontractors where information relating to such was provided under Section 28 of the PA 23; and/or
- 53.1.2 there are any changes to the Service Provider's associated persons within the meaning of the Procurement Act 2023.
- 53.2 If the Service Provider notifies the Council in accordance with Clause 53.1 that the Service Provider considers that an exclusion ground within the PA 23 and any associated regulations applies to the Service Provider, including where the Service Provider is put on the debarment list or becomes an excluded or excludable contractor by virtue of any associated persons or subcontractors where information relating to such was provided under Section 28 of the PA 23; and/or then the Service Provider must promptly provide any information the Council reasonably requests in relation to such notification, including information to support an assessment of whether the circumstances giving rise to the exclusion ground are continuing or likely to occur again.
- 53.3 If the Service Provider notifies the Council in accordance with Clause 53.1.2 that there are any changes to the Service associated persons within the meaning of the PA23. above then the Service Provider must promptly provide any information reasonably requested by the Council in relation to the change to the Service Provider's associated persons, including any information set out in the PA23.
- 53.4 The Council may terminate this Contract if:
- 53.4.1 the Contractor has failed to provide notification under Clause 53.1.1 the Service Provider considers that an exclusion ground within the PA23 and any associated regulations applies to the Service Provider, including where the Service Provider is put on the debarment list or becomes an excluded or excludable contractor by virtue of any associated persons or subcontractors where information relating to such was provided under Section 28 of the PA 23; and/or as soon as reasonably



practicable after the Service Provider becomes aware that an exclusion ground within the PA23 and any associated regulations does or may apply to the Contractor;

53.4. 2 the Contractor has failed to provide notification under Clause 53.1.2 there are any changes to the Services associated persons within the meaning of the PA23. as soon as reasonably practicable after the Service Provider becoming aware of any changes to the Service Provider's associated persons within the meaning of the PA23; and/or

53.5 Any notification or information provided by the Service Provider under Clause 53.1.1, 53.1.2 and/or 53.3 is incomplete, inaccurate or misleading and the consequences of termination set out in Clause 31 shall apply.

Clause 53.5 is without prejudice to the Council's rights to terminate the Contract in accordance with Clause 28.

IN WITNESS whereof the parties hereto have executed this Framework Agreement as a deed the day and year first herein written

EXECUTED as a DEED by affixing)
hereto the COMMON SEAL of)
[SURREY COUNTY COUNCIL])
in the presence of:-)

.....
Authorised Signatory

EXECUTED as a DEED
by [INSERT FULL BUSINESS NAME OF SERVICE PROVIDER]
acting by and under the signature of:

Name: _____ Signature: _____
Director

Name: _____ Signature: _____



Director (or Company Secretary)⁴

⁴ Service Provider to confirm if the execution clause should be amended for their organisation.



SCHEDULE 1 – SPECIFICATION(Appendix 1) To be inserted



SCHEDULE 2- THE SERVICE PROVIDER'S TENDER- DETAILS IN PLATFORM

SCHEDULE 3: TENDER CLARIFICATIONS – TBC

[INSERT ACCURATE DETAILS OF ANY CLARIFICATIONS ISSUED BY THE COUNCIL/SERVICE SERVICE PROVIDER, CORRESPONDENCE, MINUTES OF MEETINGS BETWEEN THE PARTIES AGREEING CHANGES TO BE INSERTED TO THE FRAMEWORK AGREEMENT AND INCLUDE COPIES OF SUCH DOCUMENTS HERE]



SCHEDULE 4 – MINI-COMPETITION AWARD CRITERIA-
DETAILS SET OUT IN ITT AND IN THE PLATFORM

SCHEDULE 5 – SUPPLEMENTARY CALL-OFF TERMS

The Call Off Terms and Conditions of contract shall include the Framework Terms and Conditions and the following specific terms and conditions of contract:

1.1 The Service Provider shall ensure that files, books and records are kept for a period of six (6) years after expiry of the Contract Period in respect of the provision of the Services to the extent:

- a) required by the Conditions and the Services Specification and/or law;
- b) required to record details of any and all monies collected on behalf of the Council; and
- c) otherwise reasonably required ensuring the Services is provided in a proper and timely fashion.

1.2 The Service Provider shall at all times during the provision of the Services allow the Council and such persons as may from time to time be nominated by the Council access to:

- a) all workplaces used by the Service Provider for the purposes of inspecting works being performed for the provision of the Services;
- b) all workplaces used by the Service Provider for the purposes of inspecting records and documents in the possession, custody or control of the Service Provider in connection with the provision of the Services;
- c) any Personnel or agent of the Service Provider for the purposes of interviewing such persons in connection with the provision of the Services; and
- d) technology, resources, systems and procedures used or proposed to be used in connection with the provision of the Services.

1.3 If requested to do so by the Council, the Service Provider shall provide to the Council at no additional charge any and all relevant information in its possession to permit the Council to prepare the necessary documentation in respect of any subsequent tendering or re-tendering of the Services. The information required shall be sufficient to enable the Council to meet its legal obligations and to obtain the best value for money reasonably obtainable in a tendering exercise.

1.4 Service Provider shall by a term in any authorised sub-contract secure a similar right of access for the Council and its auditors for the purpose of conducting any audit investigation of the Contract.

1.5 The Service Provider shall at all times comply with the Constitution of the Council and any relevant financial regulations.

1.6 If the Service Provider or its Personnel default in complying or fail to comply with this Condition, any costs, expenses, liabilities or damages incurred by the Council as a consequence thereof, including the reasonable cost to the Council of the time spent by its officers (and any third parties employed by the Council) as a result of the default or failure, may be deducted from any sums due or

to become due to the Service Provider under this Contract or shall be recoverable by the Council from the Service Provider as a debt.

1.7 The Service Provider shall provide each year to the Council a copy of its audited accounts within three months of the relevant accounting reference date subsequent to those provided in accordance with any tender requirements.

1.8 The Service Provider shall not advertise the fact that it is providing Services to the Council under this Contract other than with the written permission of the Council.

1.9 The Service Provider shall not in any way whatsoever be, act or hold itself out as an agent of the Council nor make representations or warranties on behalf of the Council and the Service Provider undertakes to contract with the Council as principal and not as agent.

PERFORMANCE OF THE SERVICES AND THE SERVICES SPECIFICATION

2.1 The Service Provider shall at all times during the Contract Period perform the Services comprehensively with due skill, care and diligence and in utmost good faith strictly in accordance and in compliance with the Contract, including but not limited to:

- a) the Services Specification, any Letter of Acceptance and Route Schedule and implementation and maintenance of the Quality and Environmental Management Systems;
- b) the Council's Guidelines in particular (but without limitation) those relating to customer care and any other guidelines as may have been approved by the Council and supplied to the Service Provider;
- c) the instructions issued to the Service Provider by the Council under or in connection with the Contract;
- d) all relevant Legislation;
- e) in an efficient, professional, ethical and courteous manner which shall have regard to the interests and welfare of the Customers and other occupiers of the Locations and in a manner which shall preserve, promote and enhance and shall not prejudice the reputation and interests of the Council.

2.2 The Service Provider shall be responsible for managing the performance of all Personnel engaged in the delivery of Services defined in this Agreement

THE SERVICE PROVIDER'S PERSONNEL

3.1 The Service Provider shall employ sufficient suitably qualified Personnel to ensure that the Services are provided in all respects to the Services Specification and Route Schedule throughout the Contract Period, including (without limitation) during periods of absence of some members of its Personnel due to sickness, maternity leave, Personnel holidays, Personnel training or otherwise.

3.2 The Service Provider shall perform the Services in accordance with the arrangements relating to personnel stated in the Services Specification.

3.3 The Service Provider shall notify the Council of any material amendments to the Personnel arrangements during the Contract Period whether or not they fall within the provisions of Condition 10.2 above.

3.4 The Service Provider shall employ or engage in and about the provision of the Services only persons who are honest, skilled, competent, diligent, trained and experienced in the work which they are to perform.

3.5 The Service Provider shall at all times in carrying out the Services do so in a skilful manner and knowledge expected of an experienced Service Provider of such Services and any approvals given by the Council shall in no way relieve the Service Provider of its responsibilities or obligations under this Contract and the Service Provider shall employ enough persons of sufficient ability and status to supervise the performance of the Services so that they are carried out in a proper skilful manner and to the satisfaction of the Council.

3.6 Shall ensure that each of his Personnel is aware and complies with the requirements of the Code of Conduct for Drivers and Passenger Assistants and any revisions or amendments thereto or any replacement documents that may be issued by the Council and is supplied with his/her own personal copy. These copies are to be carried on every journey performed under the Agreement by every member of Personnel.

3.7 The Personnel shall at all times maintain the highest standards of courtesy and consideration and in all aspects of the performance of the Contract and in particular in their dealings with the public.

3.8 The Service Provider shall ensure all Personnel carry the Council's identification badges at all times where required by the Council..

3.9 The Service Provider shall, for the purposes of enabling the Council and the Council to satisfy themselves as to the Service Provider's compliance with this Condition 3 maintain at all times accurate and up-to-date records of all Personnel in the Service Provider's employ who are and who are likely to have any connection with the performance of the Services including employee attendance records and shall afford the Council and the Council full access to these records upon reasonable notice in writing by the Council .

3.10 The Service Provider shall immediately remove any Personnel notified to the Council from carrying out the Services as being either under investigation or unacceptable to the Council.

3.11 The Council shall under no circumstances be liable either to the Service Provider or to its Personnel for any cost, expense, liability, loss or damage occasioned by removal under this Condition 3 and subject as aforesaid the Service Provider shall fully indemnify the Council in respect of any claim made by the personnel.

3.12 For the avoidance of doubt, the Service Provider shall at all times be fully and solely responsible under this Contract for the payment of all income or other taxes, national insurance contributions and levies of every kind, relating to or arising out of its employment of any individual after the commencement of the Call Off Contract and fully indemnifies the Council against any liability arising as a consequence thereof.

3.13 The Service Provider will provide details of employee disciplinary and grievance procedures and other policies, which the Council may request from time to time.

3.14 The Service Provider shall have and shall operate an agreed safeguarding policy and procedure and undertake checks on its Personnel and Services to ensure compliance with that policy and procedure.

3.15 With regard to the Service Provider's Personnel, including but not limited to full time, part time, temporary, permanent and voluntary personnel and sub-contractors and agents the Service Provider undertakes as follows:

- a) to ensure that all of the Service Provider's Personnel are Police checked in accordance with Legislation (including but not limited to the Care Standards Act 2000) by ensuring all Personnel have current Disclosure and Barring Services ("DBS") checks in accordance with the Safeguarding Vulnerable Groups Act 2006, Part 5 of the Protection of Freedom Act 2012 and/or Protection of Vulnerable Adults Scheme and that checks are carried out in accordance with Legislation and the Secretary of State Code of Practice under section 122 of the Police Act 1997 and any amendment thereof;
- b) to ensure all Personnel (as required) have a current enhanced DBS Certificate of Disclosure including a check against the children's barred list, as appropriate if the Services falls within one of the prescribed purposes under Section 5A of the Police Act 1997 (Criminal Records) Regulations 2002 and the Rehabilitation of Offenders Act Exceptions Order 1975

3.16 DBS checks carried out for the Service Provider will be accompanied by written confirmation from the DBS that:

- a) the Service Provider is either registered for the purposes of initiating DBS checks or confirmation that the Service Provider has used an umbrella body which is registered to undertake DBS checks:
 - i) to comply with all the requirements and checks operated by the DBS and ensure that all of the Service Provider's Personnel with unsupervised access to children and/or vulnerable adults are registered and checked as required before commencing work;
 - ii) to ensure that all of the Service Provider's Personnel who have lived or worked abroad for more than three (3) months since reaching the age of 16 obtain a Certificate of Good Conduct acceptable to the Council, or similar appropriate document, showing that the individual has not been convicted of any act which would render them inappropriate to work with children and/or vulnerable adults;

iii) to undertake that the Service Provider complies with the Council's Recruitment and Selection and Safer Recruitment policies which are available on the Council's website as updated from time to time; and

iv) to undertake that the Service Provider keeps clear records of every member of the Service Provider's Personnel, including their employment histories, medical clearances, proof of enhanced DBS checks disclosures, notes of face-to-face meetings, records of checked references and identity in accordance with the Council's Recruitment and Section and Safer Recruitment policies.

3.17 In relation to previous and spent convictions if the Service Provider's Personnel are exempt from the application of Section 4 (2) of the Rehabilitation of Offenders Act 1974 by virtue of the exemptions in the Rehabilitation of Offenders Act 1974 Exception Order 1975, the Service Provider undertakes it will ensure that all the Service Provider's Personnel shall provide information in accordance with the said Act and Order in relation to convictions which would otherwise be spent under the provisions of the said Act.

3.18 The Service Provider warrants that at all times for the purpose of this Contract it has no reason to believe that any person who is or will be employed or engaged by the Service Provider in the provision of Services is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereafter, as amended from time to time

3.19 The Service Provider shall immediately notify the Council of any information that is reasonably requests to enable it to be satisfied that the obligations of this Clause 3 have been met.

3.20 The Service Provider shall not employ anyone who is barred from, or previous conduct or records indicate that he/she would not be suitable to carry out a Regulated Activity or may otherwise pose a risk to Users.

3.21 The Council (at its own discretion) may refer any information about any individual to the DBS if the conditions of section 77 of the Safeguarding Vulnerable Groups Act 2006 are met.

3.22 The Service Provider acknowledges that the Council is under a duty to assist and provide such information it holds to the DBS where the DBS considers the Council holds relevant information.

3.23 The Service Provider shall indemnify the Council against all claims, proceedings, liabilities, losses, costs, damages and expenses howsoever incurred by the Council as a result of any breach of this Condition 10 by the Service Provider and the Service Provider's Personnel.

3.24 Throughout the Term the Service Provider undertakes it will:

a) comply with the SSAB and SSCB (the Surrey Safeguarding Adults Board and the Surrey Safeguarding Children's Board) Procedures and the Council's Safeguarding Children Board Multi Agency Procedures or equivalent from time to time in place;

b) have in place its own safeguarding procedures acceptable to the Council which will be made available to the Council and Services Users on demand;

c) ensure the Service Provider's Personnel are trained and work in accordance with the Service Provider's safeguarding procedures at all times including, where required, attendance at SSAB and SSCB training sessions; and

3.25 The Service Provider shall adhere to and comply with any guidelines and/or codes of practice issued by the Council (including but not limited to the Council's Recruitment and Selection and Safer Recruitment policies) when selecting and/or recruiting employees and volunteers who may have substantial and unsupervised access to children and adults at risk.

3.26 The Service Provider shall take all reasonable steps to ensure that:

a) All persons involved in providing the Services on behalf of the Service Provider understand and follow Surrey Safeguarding Children Board's guidance and protocols for safeguarding children and young people: and

b) All persons involved in providing the Services on behalf of the Service Provider understand and follow Surrey Safeguarding Adults Board's guidance and protocols

3.27 All persons involved in providing the Services on behalf of the Service Provider shall co-operate fully with any investigation by the Council or with any person authorised by the Council to conduct an investigation into any allegations of abuse against the Service Provider's staff.

3.28 All allegations, suspicions and incidents of abuse by the Service Provider's Personnel must be followed up promptly. In the event that immediate danger is reasonably likely, urgent action must be taken and emergency Services contacted. Details of concerns and actions taken must be recorded and reported to the Council, and if appropriate, the Police and any regulatory body.

3.29 The Service Provider shall ensure that there are robust procedures for responding to and reporting such concerns and that all staff receive appropriate awareness training regarding Safeguarding Children and Safeguarding Adults which comply the Council's Safeguarding Children and Child Protection Policy and Adults' Protection Policy as appropriate. The Service Provider shall also ensure that they follow the Council's Whistle Blowing Policy to protect staff who wish to raise such concerns.

3.30 The Council reserves the right to require the Service Provider at no cost to the Council to remove from performing the Services any Service Provider Personnel allocated to the performance of the Services by the Service Provider who in the reasonable opinion of the Council is detrimental to the provision of the Services.

4 RIGHT OF SET OFF AND RECOVERY OF SUMS DUE

4.1 Whenever under the Contract any sum of money shall be recoverable from or payable by the Service Provider to the Council the same may be deducted from any sum then due or which at any time thereafter may become due to the Service Provider under this Call Off Contract or any other contract with the Council.

4.2 If the Service Provider is unable or fails to provide the Services or any part thereof in accordance with the requirements of this Condition, the Council may itself provide or may employ and pay other persons to provide the Services or any part thereof and all costs incurred as a consequence thereof may be deducted from any sums due or to become due to the Service Provider under the Contract or shall be recoverable from the Service Provider by the Council as a debt.

4.3 Where the Council considers that an overpayment has been made to the Service Provider or that any other sum is due to the Council from the Service Provider under the terms of this Contract due to:

- a) an error in any account which has been subject to certification for payment;
- b) an error in any invoice; or
- c) arising from any other cause,

It shall serve a notice on the Service Provider indicating the amount or amounts it considers to have been overpaid or to be due to the Council and the grounds upon which it relies upon for considering that the relevant amount or amounts should be recovered from the Service Provider.

4.4 If the Service Provider is of the opinion that the Council has either failed to make a payment due under this Contract or made a payment in error, then the Service Provider shall within not more than 28 days of such payment either being due or made in error as the case may be give to the Council written notice specifying the said error or failure made, the sum due to the Service Provider (or the Council, as the case may be) to correct such error or failure and information as to the unpaid Services undertaken by the Service Provider to which it is of the opinion that such non-payment or incorrect payment has been made. In the event such sum is properly due to the Service Provider, the Council shall pay to the Service Provider such sum in accordance with this Contract within 14 days of receipt of such written notice.

5. USE OF A SUBSTITUTE PROVIDER

4.1 The Council may engage a substitute provider in accordance with this Condition if:

- a) the Service Provider fails to undertake any of the Services in accordance with the performance indicators stipulated in the Specification or the Tender Documents;
- b) in the reasonable opinion of the Council the Service Provider has failed to allocate sufficient resources to perform any of the Services.

5.2 Where the Council pursuant to Condition 4.1 decides to engage a substitute provider he shall notify the Service Provider in respect of the Service Provider's failure under Condition 5.1. above and raise a Purchase Order/Letter of Acceptance to a substitute provider of his choice to carry out the relevant work until the Service Provider is able reasonably to satisfy the Council of its ability to carry out that work in accordance with the Service Specification and Route Schedule.

5.3 Where the Council has served notice on the Service Provider in accordance with Condition 5.2 he may in respect of the relevant Services forthwith recover from the Service Provider any costs, damages or expenses incurred by the Council by reason of the default of the Service Provider to comply with the requirements referred to in this Condition 5 together with any costs or expenses incurred by the Council in excess of the sums that would have been paid by the Council to the Service Provider under the terms of this Contract.

6, INFLATIONARY UPLIFT

6.1 The Service Provider may request to increase or decrease the Contract Price no more than once annually from the first anniversary of the commencement of this Call Off Contract provided:

- a) the Service Provider notifies the Council in writing of its request to increase the Contract Price by July of the year of the requested increase (“Inflationary Request”);
- b) the Service Provider provides any required evidence and/or documentation that the Council requires in order to assist in its determination of whether an increase in the Contract Price should be made.

6.2 Where it is determined that an increase in Contract Price is to be made by the Council in its sole discretion, the shall inform the Service Provider in writing within two (2) months of receiving the Inflationary Request to confirm the increase in the Contract Price or the decrease (if applicable)

6.3 Any price increase (or decrease) will take effect from the beginning of the academic year (01 September) after the Inflationary Request has been made and shall be applied to all routes in effect at that time regardless of whether they were already in place before the Contract Price increase.

6.4 Any agreed increase in the Contract Price will take effect in the September of the year of the Inflationary Request and will be in line with any Council inflationary uplift policy in force at that time or an inflation cap, based on budget, market conditions or the financial constraints of the Council.

SCHEDULE 6 – FRAMEWORK VARIATION PROCEDURE-

PART 1: FRAMEWORK VARIATION PROCEDURE

1. INTRODUCTION

- 1.1 This Schedule 6 (Framework Variation Procedure) details the scope of the variations permitted and the process to be followed where the Council proposes a Framework Change.
- 1.2 The Council may propose a Framework Change under this Schedule 6 (Framework Variation Procedure) only where the Framework Change does not amount to a material change to this Framework Agreement or the Framework Services.

2. PROCEDURE FOR PROPOSING A FRAMEWORK CHANGE

- 2.1 Except where paragraph 5 (Variations that are not permitted) applies, the Council may propose a Framework Change using the procedure contained in this paragraph 2 (Procedure for Proposing a Framework Change).
- 2.2 In order to propose a Framework Change, the Council shall serve each Framework Provider with written notice of the proposal to vary this Framework Agreement and / or the Framework ("**Notice of Variation**").
- 2.3 The Notice of Variation shall:
- 2.3.1 contain details of the proposed Framework Change providing sufficient information to allow each Framework Provider to assess the Framework Change and consider whether any changes to the Framework Prices are necessary; and
 - 2.3.2 require each Framework Provider to notify the Council within twenty one (21)]days of any proposed changes to the Framework Prices.
- 2.4 On receipt of the Notice of Variation, each Framework Provider has twenty one (21) days to respond in writing with any objections to the Framework Change.
- 2.5 Where the Council does not receive any written objections to the Framework Change within the timescales detailed in paragraph 2.4, the Council may then serve each Framework Provider with a written agreement ("**Authorisation Form**") to be signed and returned by each Framework Provider within ten (10) Working Days of receipt.
- 2.6 On receipt of the signed Change Authorisation Form from each Framework Provider,]the Council shall notify all Framework Providers Service Provider in writing of the commencement date of the Framework Change.
- 2.7 For the avoidance of doubt, any variation made pursuant to this paragraph 2 (Procedure for Proposing a Variation) must be executed as a deed

3. OBJECTIONS TO A VARIATION

3.1 In the event that the Council receives one (1) or more written objections to a Framework Change, the Council may:

- 3.1.1 withdraw the proposed Framework Change; or
- 3.1.2 propose an amendment to the Framework Change.

4. NOT USED

5. VARIATIONS THAT ARE NOT PERMITTED

5.1 In addition to the provisions contained in paragraph 1.2, the Council may not propose any variation that:

- 5.1.1 may prevent one or more of the Framework from performing its obligations under this Framework Agreement; or
- 5.1.2 is in contravention of any Law.

PART 2: CHANGE AUTHORISATION FORM

TITLE OF FRAMEWORK:	DATED: [to be completed after signed by both parties]
REF:	IMPLEMENTATION DATE:
[LOTS IMPACTED BY THE FRAMEWORK CHANGE:]	
KEY MILESTONE DATE(S) (if any):	
DETAILED DESCRIPTION OF FRAMEWORK CHANGE:	
AMENDMENTS TO THE TERMS OF THE FRAMEWORK AGREEMENT:	
PROPOSED ADJUSTMENT TO THE FRAMEWORK PRICES RESULTING FROM THE FRAMEWORK CHANGE:	
Signed for and on behalf of the Council: Authorised Signatory Authorised Signatory	Signed for and on behalf of the Service Provider: [INSERT APPROPRIATE EXECUTION CLAUSE]

SCHEDULE 7: CONTRACT MANAGEMENT- DETAILS IN PORTAL

SCHEDULE 8: DATA PROCESSING

Categories of Data

Please tick all relevant boxes and add more detail if required:

Personal Data

Name ☐

identification number ☐

location data ☐

online identifier (email/IP address) ☐

Other (please insert details):

Special Categories of Personal Data

race ☐

ethnic origin ☐

political opinions ☐

religion ☐

trade union membership ☐

genetics ☐

biometrics (where used for ID purposes) ☐

health ☐

sex life ☐

sexual orientation ☐

Criminal Offence Data



allegations ☐

proceedings ☐

convictions ☐

Categories of Data Subjects

Please tick all relevant boxes:

Council service users/customers ☐

Council service user/customer next of kin ☐

Council employees ☐

Council employees next of kin ☐

Other (please insert details):

Processing Operations

Please tick all relevant boxes:

Using data provided by the Council(s) ☐

Collecting new data from Data Subjects ☐

Transforming data by adding new data collected from service users/customers to data provided by the Council ☐

Sharing data with anyone other than the Council ☐

Erasure or destruction of personal data ☐

Other (please insert details):

**Location of Processing
Operations**

Please tick one box only:

UK ☐

EEA⁵ (European Economic Area) ☐

Outside EEA (European Economic Area) ☐

If outside the EEA please provide details:

**Identity of sub-
contractors**

Insert details of all permitted sub-contractors, including full legal name, registered address and location where processing of Personal Data will occur and a description of the processing operations undertaken by each sub-contractor. Please note that you are not permitted to engage any sub-contractors to process this data without prior written Council approval.

⁵ Details of countries in the EEA are available at the following website: www.gov.uk/eu-eea

Purposes

For the purpose of performing the Framework Agreement.

If you're using the data for a reason other than the purpose of delivering the Framework Agreement, please amend this section accordingly and provide details here.

Duration

Until the expiry or termination date of the Framework Agreement.

If the length of time for which data processing activities will be carried out will go beyond the expiry date of the Framework Agreement, please amend this section accordingly and detail how long these activities will go on for.

SCHEDULE 9: STAFF TRANSFER

1. Where the parties agree that TUPE applies, on the commencement date of the relevant Call Off Contract, any persons currently wholly engaged in providing the Service under the Call Off Contract shall transfer to the Replacement Service Provider and the Service Provider will comply with all the requirements and obligations which TUPE imposes on a transfer.
2. During the term of this Contract, the Service Provider shall provide the Council with accurate and complete information, including the terms and conditions of employment of the Relevant Employees including any new employees, where this is required to assist any prospective Replacement Service Provider in relation to tendering for provision of the Service. This information shall include in particular but not necessarily restricted to any of the following:
 - (a) a list of Relevant Employees employed by the Service Provider;
 - (b) a list of agency workers, agents and independent contractors engaged by the Service Provider;
 - (c) the total payroll bill (i.e. total taxable pay and allowances including employer's contributions to pension schemes) of the Relevant Employees;
 - (d) the terms and conditions of employment of the Relevant Employees, their age, salary, date continuous employment commenced and (if different) the commencement date, enhancement rates, any other factors affecting their redundancy entitlement and any outstanding claims arising from employment.

The Service Provider shall warrant the accuracy of all the information provided to the Council pursuant to Clause 2 and authorises the Council to use any and all the information as it may consider necessary for the purposes of its business or for informing any Replacement Service Provider for any services which are substantially the same as the Services (or any part thereof).

3. Where it appears to the Council that the Service Provider is not meeting its obligations under this clause or where an employee of the Service Provider or a recognised trade union has complained in writing to the Council that it has been unable to resolve a dispute with the Service Provider, the Council shall in the first instance seek an explanation of the Service Provider in an effort to resolve the situation.

4. The Service Provider shall indemnify and hold harmless the Replacement Service Provider or the Council (if relevant) against all claims, costs, demands, liabilities and expenses whatsoever (including legal expenses on an indemnity basis) arising out of any contract of employment or any termination of such contract of employment including, without limitation, any claim within the jurisdiction of an employment tribunal or a court of law or otherwise, in respect of any staff currently employed in supplying the Services the subject of any Call Off Contract, whether directly or indirectly, and affected by the transfer to the Replacement Service Provider (whether by agreement or operation of law).
5. The Service Provider shall not during the final twelve (12) months of the Call Off Contract term:
 - a) undertake a reorganisation of staff employed in the performance of this contract or working methods other than in accordance with a scheme that has been submitted to and approved in writing by the employer;
 - b) award any pay rise which exceeds the annual rate of inflation without first having obtained the written consent of the employer;
 - c) agree or implement any alteration to the terms and conditions on which staff are employed on the Contract without first having obtained the written consent of the employer; or
 - d) increase or decrease the number of employees employed in connection with the Services other than as discussed and agreed with the employer.
6. Until handover of the Services to a Replacement Service Provider following expiry or termination of any Call Off Contract, the Service Provider shall provide sufficient personnel to fulfil its obligations under the Framework Agreement and any Call Off Contract. Failure to comply with this clause shall be deemed a material breach of contract by the Service Provider. Without prejudice to any other remedies available to the Council, the Service Provider shall indemnify the Council against any liability or costs incurred arising from failure to comply with this clause.
7. On termination of any Call Off Contract for whatever reason or expiry of the Term, the Service Provider shall discharge all wages salaries and honoraria (excluding accrued holiday remuneration (if any) of the Relevant Employees and all other costs and expenses relating to the Relevant Employees for the period from and including the Transfer Date) and will pay over all deductions properly made therefrom to the relevant authority (including but not limited to taxation and national insurance).
8. During the 12 months preceding the expiry of any Call Off Contract awarded under this Framework, where notice to terminate any Call Off Contract for whatever reason has been given, the Service Provider shall allow the Council or such other persons as may be authorised by the Council to communicate with and meet the Relevant Employees and their trade union or employee representatives as the Council may reasonably request.



BLANK TUPE PERSONAL INFORMATION TEMPLATE