

Supplier Agreement

For the provision of Construction,
Estates and Property Professional
Services

The Mayor and Burgesses of the London Borough
of Haringey

-and-

The Service Provider

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This agreement is made the _____ day of _____ 20____

Between:

- (1) **The Mayor and Burgesses of the London Borough of Haringey** whose principal place of business is at River Park House, 225 High Road, London N22 8HQ (the **Council**); and
- (2) **[•]** a company incorporated in England and Wales under company number **[•]** whose registered address is at **[•]** (the **Service Provider**)

Collectively known as the "**Parties**".

Background:

- (A) The Council is a London Borough Council constituted under the London Government Act 1963 and enters into this Supplier Agreement pursuant to its powers under the Local Government Contracts Act 1997.
- (B) The Council placed a contract notice on **[•]** 2019 in the Official Journal of the European Union to establish a dynamic purchasing system for the procurement of construction, estates and property professional services.
- (C) The Council has established this dynamic purchasing system in accordance with Regulation 34 of the Public Contracts Regulations and has been admitting and will continue to admit to the DPS, service providers which satisfy the Selection Criteria as set out in the DPS Entry Guide and Operation Guide.
- (D) The Council has contracted with a third party, adam HTT Limited trading as Adam, to provide a web-based software system, namely SProc.Net or such other technology as may be agreed between the Council and Adam from time to time (termed the **Application** within this Supplier Agreement), to enable the LCP Members to procure the Services via the DPS in compliance with the Public Contracts Regulations.
- (E) The Service Provider hereby acknowledges that the LCP Members, upon signing an Access Agreement granting membership of the London Construction Programme and complying with the terms and conditions set out therein, may exercise the rights under this Supplier Agreement to the extent that any provisions within this Supplier Agreement are expressly extended to those LCP Members and those LCP Members furthermore opt to use the DPS for the provision of Services. For the avoidance of doubt, the Service Provider further acknowledges that the Council is also an LCP Member.
- (F) The purpose of this Supplier Agreement is to set out the process by which the LCP Members may, from time to time, award to the Service Provider, once it is admitted to the DPS, Service Agreements for any Services the LCP Members requires and to set out terms and conditions applicable to those Service Agreements.
- (G) It is hereby acknowledged by the Parties that there will be no binding obligation on any LCP Member to award any Services under this DPS, nor does the Service Provider have any exclusivity in respect of the Services during the term of this Supplier Agreement.

It is hereby agreed as follows:

1 Definitions and interpretation

1.1 In this Supplier Agreement:

Access Agreement	means any agreement entered into between the Council and any public sector organisation referred to within the Contract Notice which governs the terms
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and conditions upon which such organisations may access the DPS as an LCP Member;

Accreditation and Enrolment	means the process of approval of service providers for admission to the DPS via the evaluation of the Entry Submissions received from service providers to ensure these fulfil the Selection Criteria for delivery of the Services;
Adam	means adam HTT Limited trading as Adam (registered company #07718565) which is the provider of the Application and shall also act at the Council's payment agent and who may so act for the remaining LCP Members (should the latter parties opt to utilise the provider of the same);
Application	the proprietary web-based software called SProc.Net, which is owned and operated by Adam, or such other technology as may be agreed between the parties;
Authorised Officer	means the person appointed by the Council/LCP Member under Clause 14.1 of this Supplier Agreement or such other person as may be nominated by the Council/LCP Member from time to time and whose details are notified in writing to the Service Provider;
Award Criteria	means the criteria that the LCP Members will apply to rank Offers submitted by service providers participating in a Call-Off to determine to which service provider a Service Agreement should be awarded;
Best Value	means any method by which the maximum benefit can be derived from relevant resources;
Call-Off	means the issuing of a Requirement in relation to any Service Agreement to be awarded under the DPS;
CCA	means the Civil Contingencies Act 2004 (as may be amended from time to time);
Charges	means the sums to be paid to the Service Provider for the provision of Services under Service Agreements as calculated in accordance with the Pricing Details of the relevant Service Agreements;
Client Review Period	mean's the period during which the LCP Member shall evaluate service providers offers against award criteria.
Commencement Date	means the start date for delivery of Services as set out in a Service Agreement;
Contract Commencement Date	means the date of this Supplier Agreement;
Contract Manager	means a representative appointed by the Service Provider under Clause 14.2 of this Supplier Agreement from time to time who will receive and act on any

instructions given by the relevant Authorised Officer and whose details are to be notified in writing to each LCP Member when being appointed under a related Service Agreement;

Contract Notice	means the contract notice (reference 2019-031245) issued by the Council on 28 th February 2019 for publication in the Official Journal of the European Union in relation to the DPS;
Council Data	means any information provided by, obtained or created on behalf of the LCP Member in delivering the Services specified in this Supplier Agreement;
Data Protection Officer	means the role as defined under Chapter IV, Section 4 of GDPR;
Dispute Resolution Procedure	means the procedure set out in Clause 32;
DPA	means the Data Protection Act 2018 (as amended from time to time);
Dynamic Purchasing System or DPS	means the dynamic purchasing system operated via the Application, which applies the procurement methodology provided for by Regulation 34 of the Public Contract Regulations;
DPS Entry and Operation Guide	means the guide made available by the Council on http://demand.sproc.net/ClientDetails consisting of the DPS Entry and Operation Guide Part 1 and the DPS Entry and Operation Guide Part 2 and which details the general operation of the DPS;
DPS Entry and Operation Guide Part 1	means that part of the DPS Entry and Operation Guide which gives an overview of the operation of the DPS, details the Selection Criteria for service providers entering the DPS and the methodology for evaluating those criteria;
DPS Entry and Operation Guide Part 2	means that part of the DPS Entry and Operation Guide which details the process by which the LCP Members will issue Requirements and award Service Agreements for those Requirements as well as other aspects of how the Council will operate the DPS;
Employment Liabilities	means without limitation any costs, claims, demands or expenses (including legal or professional expenses), losses, damages, compensation and other liabilities (including any incurred as a result of an indemnity or warrant given to be given by an LCP Member or its sub-contractors);
Entry Submission	means the Accreditation and Enrolment information and documents which the Council requires a service provider to submit via the Application as part of the Accreditation and Enrolment process;

EIR	means the Environmental Information Regulations 2004 (as amended from time to time);
Exempt Information	means information that potentially falls within an exemption under the FOIA including, but not limited to, confidentiality (section 41 FOIA), trade secrets (section 43 FOIA) and prejudice to commercial interests (section 43 FOIA);
FOIA	means the Freedom of Information Act 2000;
GDPR	means the General Data Protection Regulation (2016), Regulation (EU) 2016/679 as amended or re-enacted from time to time and any United Kingdom Act or European Union Regulation recognised in UK law substantially replacing the same;
Good Industry Practice	means the exercise of the degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced service provider engaged in the same type of undertaking under the same or similar circumstances as are contemplated by this Supplier Agreement;
Information	has the meaning given under Section 84 of the Freedom of Information Act 2000 (FOIA), which shall include (but not limited to) information in any form whether relating to the past, present or future and may in particular consist of data, documentation, programmes, (including the source code of any programmes which the Council has the right to use), computer output, voice transmissions, correspondence, calculations, plans, reports, graphs, charts, statistics, records, projections, maps, drawings, vouchers, receipts, and accounting records and may consist of or be stored in any form including paper, microfilm, microfiche, photographic negative, computer software and any electronic medium and references herein to information shall include reference to the medium in which it is stored;
Information Legislation	means the DPA, FOIA, GDPR and the EIR;
Initial Term	means the period commencing on the date of this Supplier Agreement and ending on [expiry of seven years from the Contract Commencement Date] or on earlier termination of this Supplier Agreement;
IPR	shall mean IPR whether vested or contingent and whether currently in existence or otherwise including (without limitation) patents, inventions, trade-marks, service marks, logos, design rights, registered designs, copyright, database rights, domain names, trade or business names, moral rights, trade secrets, the right to sue for passing off and all similar rights whether registered or not (in any country) and all extensions revivals reversions and renewals of any of the above.

The above shall include in relation to registrable rights any applications made in respect of such rights;

Law	means any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972 or replacement legislation following the exit or partial exit of the UK from the European Union, regulatory policy, guidance or industry code, codes of practice, judgment of a relevant court of law, or directives or requirements of any Regulatory Body of which the Service Provider is bound to comply from time to time;
LCP Member	means any of the public sector organisations referred to within the Contract Notice that are members of the London Construction Programme;
Legislation	means all Law and in particular the Information Legislation;
New Provider	means any third party which shall supply services or activities following the termination of this Supplier Agreement which are the same or similar to any of the Services;
Offer	means the Service Provider's response to a Requirement confirming that the Service Provider is able to deliver the Services and the Service Provider's proposed Pricing Details;
Open for Offers Period	means the period during which a service provider participating in a Call-Off for a Requirement may submit Offers;
Other Information Law	means any applicable legislation or codes governing access to information other than FOIA;
Personal Data	means personal data as defined in Section 1(1) of the DPA and Article 4(2) of the GDPR, which is supplied to the Service Provider by the LCP Member or obtained by the Service Provider in the course of performing their obligations under this Supplier Agreement;
Public Contract Regulations	means the Public Contract Regulations 2015 (as may be amended from time to time);
Price Banding	means the banding that a supplier will be placed into based on their annual turnover which can be used as an additional filter by an LCP member when creating their requirement;

Pricing Details	means the Service Provider's costs for carrying out the Requirement referred to in a Service Agreement as contained in the Offer;
Regional Banding	means mean's the regions a Supplier will select at the point of submitting their enrolment that stipulates the regional location that a supplier will want to work.
Requirement	means a request issued by an LCP Member on the Application from time to time identifying specific Services for which the LCP Member is seeking to award a Service Agreement and which may include terms and conditions applicable to the provision of those Services which supplement the terms and conditions set out in this Supplier Agreement or the Services Agreement;
Selection Criteria	means the criteria that a service provider must meet and maintain throughout the duration of the DPS in order to successfully compete under this DPS and to retain their Accreditation and Enrolment in the DPS;
Self-Billing Invoice	means an invoice generated through the Application on the Service Provider's behalf in accordance with the Self-Billing Procedure;
Self-Billing Procedure	means the billing arrangements agreed between the Service Provider and the Council (or any LCP Member opting to utilise the arrangements) as set out in Schedule 1;
Service Agreement	means a contract awarded by an LCP Member accepting an Offer by the Service Provider and which is substantially in the form referred to in Schedule 2;
Service Category	means a category of service listed in the DPS Entry and Operation Guide Part 1 in relation to which a service provider may be admitted to the DPS to provide Services;
Service Provider Employee	means any person employed or engaged (or formerly employed or engaged) by the Service Provider or any of its Sub-contractors in the provision of the Services in connection with this Supplier Agreement;
Service Receipt	means a record of Services delivered over a stated period and of the Charges for them, uploaded by the Service Provider onto the Application for agreement by the Council (or an LCP Member as the case may be);
Services	means the construction, estates and property professional services that the Service Provider agrees to provide as and when required by the LCP Members from time to time pursuant to a Service Agreement;

Specification	means the outline description made by the LCP Member of Services which the LCP Member may procure via the DPS;
Staff	includes employees, and where the context permits any sub-contractors, agents and volunteers, employed or otherwise engaged by the Service Provider in the provision of the Services;
Sub-contractor	means a person to whom the Service Provider subcontracts any of its obligations under this Supplier Agreement;
Subject Access Request	means a request for Personal Data falling within the provisions of Section 7 of the DPA and Article 11, 12 & 15 of the GDPR;
Supplier Agreement	means this overarching agreement, consisting of these terms and conditions and any schedules to them, setting out the process that will apply when an LCP Member wishes to award Service Agreements via the DPS and the terms and conditions applicable to the carrying out of those Service Agreements;
TUPE	means the Transfer of Undertakings (Protection of Employment) Regulation 2006.

- 1.2 The headings of these clauses shall not affect the interpretation thereof.
- 1.3 The masculine includes the feminine and vice versa.
- 1.4 The singular includes the plural and vice versa.
- 1.5 Reference to any enactment, order, regulation or other similar instrument, shall be construed as a reference to the enactment, order, regulation or instrument as amended by any subsequent enactment, order, regulation or instrument from time to time.
- 1.6 The documents listed in clause 1.7 (the Contract Documents) together constitute the entire agreement between the Council and the Service Provider (or the Service Provider and the LCP Member should the latter Call-Off under this DPS) relating to the provision of the Services. The Contract Documents supersede any representations, documents, negotiations or understandings, whether oral or written, made, carried out or entered into before the date this Supplier Agreement is accepted by the Service Provider, except that this clause shall not exclude liability in respect of any fraudulent misrepresentation.
- 1.7 In the event of any inconsistency or conflict between the provisions of different documents forming part of the Contract Documents, the provisions of the document ranking higher in the following order of priority of documents shall prevail over the provisions of the documents ranking lower:
- 1.7.1 Any Service Agreement awarded under this Supplier Agreement including any additional terms and conditions incorporated by either the Council or the LCP Member in accordance with Clause 2.3 below;
 - 1.7.2 The Clauses of this Supplier Agreement;
 - 1.7.3 The DPS Entry and Operation Guide;
 - 1.7.4 The Schedules of this Supplier Agreement.

- 1.8 None of the provisions of this Supplier Agreement are intended to relate to any non-commercial matter within the meaning of Section 17(5) of the Local Government Act 1988, except to the extent that its inclusion is permitted by Section 18(2) of that Act.

2 Scope of Supplier Agreement

- 2.1 The purpose of this Supplier Agreement is to govern the process which will apply to the awarding of Service Agreements for the provision of the Services by the Service Provider and the terms and conditions which will apply to any such Service Agreements.
- 2.2 The LCP Members may at their absolute discretion and from time to time procure Services from the Service Provider via the DPS in accordance with the procedure set out in the DPS Entry and Operation Guide and this Supplier Agreement but the LCP Members shall not be obliged to award any Service Agreements via the DPS to the Service Provider. Irrespective of whether an LCP Member has followed the procedures in the DPS Entry and Operation Guide and this Supplier Agreement leading up to the award of a Service Agreement it may decline to award such a Service Agreement.
- 2.3 In the event that an LCP Member opts at its sole discretion not to award a Services Agreement to a Service Provider pursuant to clause 2.2 above then, for the avoidance of doubt, none of the LCP Members shall be liable for any loss of profits, loss of contracts or other costs or losses suffered by the Service Provider as a result of the Service Provider not being awarded one or more Service Agreements during the term of this Supplier Agreement.
- 2.4 No undertaking or any form of statement, promise, representation or obligation shall be deemed to have been made by any LCP Member in respect of the total quantities or values of the Services to be ordered by them pursuant to the Supplier Agreement and the Service Provider acknowledges and agrees that it has not entered into this Supplier Agreement on the basis of such statement, promise, representation or obligation.
- 2.5 The Service Provider shall provide the LCP Member with any Services required in accordance with a Service Agreement which:
- 2.5.1 shall be deemed to incorporate the terms and conditions of this Supplier Agreement relating to the provision of Services, including the Specification to the extent that it applies to the specific Service Category under which the Service Agreement is awarded; and
- 2.5.2 may include additional terms and conditions required to be incorporated by any LCP Member.
- 2.6 The Service Provider shall provide the Services in a professional and prompt manner using reasonable skill, care and diligence and suitably qualified Staff in sufficient numbers.
- 2.7 The Council and the Service Provider shall work together and individually, in accordance with this Supplier Agreement, to achieve a transparent and co-operative exchange of information in all matters relating to this Supplier Agreement.
- 2.8 The Council may update the DPS Entry and Operation Guide at any time throughout the duration of the DPS, provided that the Council provides the Service Provider with fair and open access to such updates with reasonable advance notice.
- 2.9 The Service Provider acknowledges that once awarded by an LCP Member and accepted by the Service Provider, a Service Agreement shall be a legally binding agreement between the Service Provider and the LCP Member.
- 2.10 The Service Provider hereby acknowledges that each LCP Member is independently responsible for the conduct of its Call-Off under this Supplier Agreement and that the Council is not responsible or accountable for and shall have no liability whatsoever in relation to:
- 2.10.1 the conduct of any other LCP Member in relation to this Supplier Agreement; or

- 2.10.2 the performance or non-performance of (including payments due under) any Service Agreement between the Service Provider and any other LCP Member entered into pursuant to this Supplier Agreement.

2A Intermission

- 2A.1 In such circumstances as an LCP Member reasonably considers appropriate, the LCP Member may serve notice on the Service Provider (an **Intermission Notice**) that it will be exercising its rights under this Clause 2A to require a suspension of the provision of the Services under any specified Service Agreement (an **Intermission**). The Intermission Notice shall set out the date upon which the Intermission shall commence and the LCP Member's estimate of the duration of the Intermission. The LCP Member shall serve the Intermission Notice as soon as reasonably practicable.
- 2A.2 Following the service of an Intermission Notice, the Service Provider shall co-operate with the reasonable instructions of the LCP Member in respect of the Intermission.
- 2A.3 For so long as the Intermission is continuing, then:
- 2A.3.1 the Service Provider shall not be obliged to provide the Services;
- 2A.3.2 no Charges shall be payable to the Service Provider in respect of the period of the Intermission; and
- 2A.3.3 the LCP Member shall use reasonable endeavours to keep the Service Provider updated regarding the likely duration of the Intermission.
- 2A.4 At such time as the LCP Member reasonably considers appropriate it may serve notice on the Service Provider (a **Recommendation Notice**) to require the recommencement of the Services following an Intermission (a **Recommendation**). The Recommendation Notice shall specify the date on which the Services shall be recommenced.
- 2A.5 The Service Provider shall recommence the provision of the Services in accordance with the Recommendation Notice and shall co-operate with the reasonable instructions of the LCP Member in respect of the Recommendation.
- 2A.6 For the avoidance of doubt, the Service Provider shall bear its own costs in relation to any Intermission and Recommendation except to the extent expressly set out to the contrary in the relevant Service Agreement.

3 Duration of this Supplier Agreement

- 3.1 This Supplier Agreement shall take effect on the Contract Commencement Date and shall expire at the end of the Initial Term unless:
- 3.1.1 earlier termination occurs in accordance with this Supplier Agreement or at Law;
or
- 3.1.2 it is extended by the Council giving not less than 3 months' written notice prior to the expiry of the Initial Term in which case the Supplier Agreement will (subject to termination in accordance with clause 31 of this Supplier Agreement) continue thereafter on a rolling twelve (12) month basis, provided that the total duration of this Supplier Agreement shall be no longer than twelve (12) years.
- 3.2 If the Council elects to extend the duration of this Supplier Agreement beyond the Initial Term in accordance with this clause 3.1.2, then, following the expiry of the Initial Term, the Council may terminate this Supplier Agreement by giving not less than 3 months' written notice prior to any subsequent anniversary of the Contract Commencement Date.

- 3.3 For the removal of doubt, the termination of this Supplier Agreement shall not by itself terminate any Service Agreement issued under it.

4 Service Agreement award procedure

- 4.1 Where an LCP Member requires Services for which it seeking to award a Service Agreement under the DPS, unless an exception in section 4.3 of the DPS Entry and Operation Guide Part 2 applies, it shall:

- (a) identify the relevant Service Category which the Services required fall into;
- (b) consider whether a Regional Banding and/or Pricing Banding applies to the Requirement in which case it shall issue a Requirement via the Application to all service providers who have been admitted to the DPS in relation to that specific Regional Banding and/or Price Banding under the relevant Service Category notifying them of the opportunity to submit an Offer for the Requirement and of the Open for Offers Period;
- (c) if Clause 4.1 (b) does not apply, issue a Requirement via the Application to all service providers who have been admitted to the DPS in relation to that Service Category notifying them of the opportunity to submit an Offer for the Requirement and of the Open for Offers Period;
- (d) detail within the Application the amount of time provided to the Service Provider to submit an Offer in response to a Requirement;
- (e) conduct a Call-Off via the Application among the service providers to whom the Requirement has been issued;
- (f) allow each service provider participating in the Call-Off to submit revised costings of its Offers up to the close of the Open for Offers Period and to see the ongoing ranking of its Offer among the service providers submitting Offers in relation to that Requirement;
- (g) subject to clause 4.1(h), award the Service Agreement for the Requirement to the service provider which has, at the close of the Client Review Period, submitted the top-ranked Offer in accordance with the applicable Award Criteria;
- (h) despite having issued a Requirement and followed the procedure under this clause 4.1, be entitled at all times prior to making an award of a Service Agreement for the Requirement to opt not to do so in which case Clauses 2.2 and 2.3 shall apply.

- 4.2 Where the costing of an Offer received by an LCP Member in the course of a Call-Off conducted under clause 4.1 appears abnormally low, the LCP Member may reject the Offer provided it:

- (a) requests in writing from the Service Provider submitting the Offer details of the constituent elements of the costing of the Offer which are considered to contribute to it being abnormally low;
- (b) takes account of the evidence supplied by the Service Provider;
- (c) verifies those constituent elements with the Service Provider; and
- (d) concludes that the Service Provider would not be able to carry out the Services to the required standards.

5 Warranties and representations

- 5.1 The Service Provider warrants and represents to the Council (and in respect to Clause 5.1 (a) below to the extent that it applies to any Service Agreement, the LCP Members) that:-
- (a) it has full capacity and authority and all necessary consents to enter into and perform its obligations under this Supplier Agreement and any Service Agreement awarded under it;
 - (b) the Supplier Agreement has been entered into by a duly authorised representative of the Service Provider;
 - (c) as at the date of entering into this Supplier Agreement, all information, contained in the Service Provider's Entry Submission (including statements made in relation to the selection criteria referred to in Regulations 57 and 58 of the Public Contract Regulations) are true, accurate and not misleading save as may have been specifically disclosed in writing to the Council prior to the Service Provider entering into this Supplier 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.

6 Payment and Vat

- 6.1 In consideration of the Service Provider undertaking to provide any Services required by an LCP Member under a Service Agreement awarded pursuant to this Supplier Agreement, the relevant LCP Member undertakes to pay the Service Provider the Charges for such Services.
- 6.2 The Parties acknowledge that Adam shall act as the Council's payment agent for making payments to the Service Provider in respect of Charges that have become payable and may be the remaining LCP Members payment agent on identical terms should any LCP Member opt to appoint adam as their payment agent. If payment shall be made by adam the service provider shall receive a self-billing invoice via the application which states that the payment will be made via adam.
- 6.3 Where and LCP Member does not appoint adam as its payment agent, a self-billing invoice shall be raised in line with the self-billing procedure and shall state that payments shall be made by the applicable LCP Member.
- 6.4 LCP Members shall utilise the Self-billing procedure as set out in schedule 2.
- 6.5 Subject to the correction of any errors in a self-billing invoice, within 30 days of a self-billing invoice having been raised in accordance with the self-billing procedure the charges in the self-billing invoice shall be payable by the LCP Member.
- 6.6 The Service Provider shall not suspend the provision of the Services if any payment is overdue unless it is entitled to terminate this Supplier Agreement or the relevant Service Agreement awarded under it pursuant to clause 31.2 for failure to pay the Charges.
- 6.7 For the avoidance of doubt the Charges shall be deemed to be fully inclusive of:
- (a) the value of the Services as specified in schedule 4 of this Supplier Agreement subject to any further details in the Requirement referred to in the Service Agreement to which the Charges relate; and
 - (b) all traveling expenses, insurance costs and all other miscellaneous expenses incurred by the Service Provider in the organisation and provision of the Services to which the Charges relate.
- 6.8 The Charges are exclusive of VAT which shall be added at the prevailing rate as applicable and paid by the Council or any other LCP Member as the case may be) following delivery of a valid VAT invoice.

- 6.9 If the Council (or the LCP Member as the case may be) and the Service Provider fail to reach agreement on any VAT matter pursuant to this Supplier Agreement, the parties may refer the matter to Her Majesty's Revenue and Customs or a VAT tribunal for determination.
- 6.10 The Service Provider shall indemnify the Council (or any LCP Member as the case may be) against any liability (including any interest, penalties or costs incurred) which is levied, demanded or assessed on the Council (or any LCP Member as the case may be) against at any time in respect of the Service Provider's failure to account for, or to pay, any VAT relating to payments made to the Service Provider under this Supplier Agreement.

7 Recovery of sums due

- 7.1 Wherever under this Supplier Agreement any sum of money is recoverable from or payable by the Service Provider to the Council (or an LCP Member as the case may be), that sum may be deducted from any sum then due, or which at any later time may become due to the Service Provider under this Supplier Agreement or any other agreement which the Service Provider has with the Council (or an LCP Member as the case may be).
- 7.2 The Service Provider shall make any payments due to the Council (or an LCP Member as the case may be) without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise, unless the Service Provider has a valid court order requiring an amount equal to such deduction to be paid by the Council (or an LCP Member as the case may be) to the service provider.

8 Euro payments

- 8.1 Any legislative requirement to account for the goods or services in Euros instead of and/or in addition to Sterling shall be implemented by the Service Provider at nil charge to the Council (or an LCP Member as the case may be).
- 8.2 The Council (or an LCP Member as the case may be) shall provide all reasonable assistance to facilitate such changes.

9 Sufficiency of information

- 9.1 The Service Provider will be deemed to have satisfied itself as regards the nature and extent of the Services required by any LCP Member and as to the accuracy and sufficiency of the Charges provided for by the Pricing Details of a Service Agreement awarded under this Supplier Agreement prior to agreeing to undertake the provision of Services. The Service Provider will be deemed to have obtained for itself all necessary information as to the risks, contingencies and any other circumstances which might reasonably influence or affect the Service Provider in the provision of Services.

10 Contractual relationship

- 10.1 The Service Provider is not an employee or an agent of any LCP Member. Neither the Service Provider nor its employees or agents shall in any circumstances hold themselves out as being the employee or agent of any LCP Member nor are they authorised to enter into any contract on behalf of any LCP Member or in any other way to bind any LCP Member to the performance, variation, release or discharge of any obligation.
- 10.2 The Service Provider is responsible for the acts and omissions of its employees and agents and any LCP Member is not responsible, and cannot be held liable, for any act or omission of any person engaged by the Service Provider in relation to the Services.
- 10.3 The Service Provider is responsible for the payment of all taxes, National Insurance contributions, and levies of any kind which it is obliged by Law to pay. The Service Provider is also responsible for the payment of all fees/wages, income taxes, National Insurance

contributions, and levies of any kind, relating to or arising out of the engagement of any person employed or contracted by the Service Provider in relation to the provision of the Services.

11 Advertising

- 11.1 Save to the extent that this Supplier Agreement indicates otherwise, no advertisement of any description indicating that the Service Provider is acting for the Council (or any LCP Member's as the case may be) is permitted on premises, equipment, materials or consumables utilised in the provision of the Services without the prior written consent of the Authorised Officer which shall not be unreasonably withheld. Any advertisement which is placed on the Council's (or any LCP Member's as the case may be) premises with consent shall be promptly removed on the termination or expiry of any Service Agreement awarded under this Supplier Agreement to which the advertisement relates.

12 Best value

- 12.1 The Council has a statutory duty to provide Best Value pursuant to the provisions of the Local Government Act 1999 which includes the need for continuous improvement in the standard of the Services and quality within financial restrictions. The Service Provider shall work with the Council to identify develop and deliver Best Value services under the terms and conditions of this Supplier Agreement within available resources.
- 12.2 Types of requirements of the Service Provider by the Council shall include but not necessarily be restricted to provision of Services that are cost effective, efficient, timely, reliable, responsive, consistent, courteous and that give effect to the Council's priorities.
- 12.3 The Service Provider shall facilitate periodical and regular inspections and reviews by the Council of performance standards and shall, where possible, suggest improvements in the way the Services are provided.

13 Statutory and other regulations

- 13.1 The Service Provider shall at its own expense comply with all statutory and other provisions to be performed and observed in connection with provision of the Services and shall indemnify any LCP Member against any claims, actions, proceedings, loss, liability, penalties, costs or expense made or incurred as a result of any failure in compliance.

14 Monitoring

- 14.1 The Council shall appoint an Authorised Officer who will have responsibility for managing and issuing instructions to the Service Provider in respect of the provision of the Services.
- 14.2 The Service Provider shall appoint a Contract Manager who will have responsibility on behalf of the Service Provider for the management of the provision of the Services under any Service Agreements awarded to the Service Provider.
- 14.3 The Service Provider's provision of the Services shall be monitored by the Authorised Officer, who shall be entitled to make recommendations to the Service Provider for improving the standard of the Service Provider's performance in providing the Services.
- 14.4 The Contract Manager will meet regularly with the Authorised Officer (the **Liaison Meeting**) to discuss the Services being provided and to provide the Council with progress reports. Upon receiving a request to do so the Service Provider shall attend any meeting(s) arranged by the Authorised Officer (or his representative) for the purpose of reviewing the Service Provider's performance.
- 14.5 At Liaison Meetings the Authorised Officer and Contract Manager will review, among other things, issues relating to the day to day provision of the Services, and any Supplier

Agreement monitoring systems detailed in the Specification, including but not limited to, such things as user feedback.

- 14.6 The Contract Manager shall keep minutes of all Liaison Meetings.
- 14.7 The Service Provider shall permit the Council access to its premises for contract compliance visits. Site visits may be announced or unannounced. The Council will supply the Service Provider with a copy of any report compiled following a contract compliance visit.
- 14.8 The Service Provider shall provide the Council with monitoring information in accordance with its requirements and within any timescales communicated to it by the Authorised Officer. Further monitoring requirements may be contained in the Specification.
- 14.9 The Service Provider shall maintain proper records and accounts in relation to the provision of the Services. The financial accounts held in respect of the Services must be separate from the Service Provider's other accounts and all documents relevant to the Services and this Supplier Agreement must be made available for inspection by the Authorised Officer.
- 14.10 If following a review of the Services it is apparent to the Council that the Services are not being carried out to the satisfaction of the Council the parties will agree a plan and timescale for corrective action. If this is not achieved to the Council's satisfaction, the Council may issue a Default Notice in accordance with the provisions of Clause 30 of this Supplier Agreement.
- 14.11 For the avoidance of doubt, any remaining LCP Members may adopt the process for monitoring set out within this Clause 14 subject to any Requirement specific obligations it may wish to agree on a case by case basis with the Service Provider as part of the Call-Off process.

15 The Service Provider's indemnities and insurances

- 15.1 The Service Provider shall indemnify any LCP Member against all claims, demands, proceedings, actions, damages, costs, expenses and any other liabilities in respect of, or arising out of, the provision of the Services in relation to the injury to or death of any person, or loss of or damage to any property including property belonging to any LCP Member or financial loss arising from any advice given or omitted to be given by the Service Provider or any other loss which is caused directly or indirectly by any act or omission of the Service Provider. This does not apply to the extent that such injury, death, loss or damage arises out of the act, default, or negligence of any LCP Member, its employees, or agents not being the Service Provider or persons engaged by the Service Provider.
- 15.2 The Service Provider's liability under Clause 15.1 for losses relating to death or personal injury or for any breach of any obligations implied by Section 2 of the Supply of Goods and Services Act 1982 shall be unlimited.
- 15.3 The Service Provider shall effect and maintain as a minimum a policy or policies of insurance of the type set out in Clause 15.4. The Service Provider shall also ensure that any of its sub-contractors who are providing any or all of the Services on its behalf maintain equivalent insurances as a minimum.
- 15.4 The insurances referred to in Clause 15.3 are as follows:
 - 15.4.1 public liability insurance that covers the Service Provider's liabilities under Clause 15.1 in a sum of not less than £2,000,000 (two million pounds) for any one occurrence or series of occurrences arising out of any one event;
 - 15.4.2 employer's liability insurance in a sum of not less than £5,000,000.00 (five million pounds) for any one occurrence or series of occurrences arising out of any one event and which complies with the Employers' Liability (Compulsory Insurance) Act 1969 and the Road Traffic Act 1988.

- 15.4.3 professional indemnity insurance that covers the risk of professional negligence on the part of the Service Provider and persons engaged by it in a sum of not less than £1,000,000.00 (one million pounds) for any one occurrence or series of occurrences arising out of any one event.
- 15.5 The Service Provider shall supply to any LCP Member upon request a copy of the insurance policies or a certificate from its insurers or brokers confirming the policies which it is required to maintain under this Clause 15.
- 15.6 If, for whatever reason, the Service Provider fails to give effect to and maintain the insurances required by this Supplier Agreement any LCP Member may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Service Provider.

16 Equal opportunities

- 16.1 In providing the Services, the Service Provider shall to the same extent as if it were a public authority within the meaning of the Equality Act 2010 (the **2010 Act**) (or any European equivalent) comply with the 2010 Act together with all applicable amendments, regulations and codes of practice or any future or other Legislation which concerns discrimination in employment and service delivery (the **Equalities Provisions**) and shall in particular comply with the public sector equality duty under Section 149 and shall have due regard to the need to:
- (a) eliminate discrimination (whether direct or indirect), harassment, victimisation and any other conduct that is prohibited by or under the 2010 Act;
 - (b) advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it;
 - (c) foster good relations between persons who share a relevant protected characteristic and persons who do not share it.
- 16.2 The Service Provider shall take all reasonable steps to ensure that the servants, employees or agents of the Service Provider and of its Sub-contractors engaged in the provision of the Services shall provide the Services in accordance with the obligations imposed on the Service Provider by Clause 16.1.
- 16.3 The Service Provider shall notify the Council immediately in writing upon becoming aware of any investigation or proceedings brought against the Service Provider under the Equalities Provisions in connection with the Service Provider's provision of the Services.
- 16.4 If requested to do so by the Council (or any LCP Member's as the case may be) the Service Provider shall fully co- operate with the Council (or any LCP Member's as the case may be) at its own expense in connection with any legal proceedings, ombudsman inquiries or arbitration in which the Council (or any LCP Member's as the case may be) may become involved arising from any breach of the Council's duties under the Equalities Provisions (or any LCP Member's as the case may be) due to the alleged acts or omissions of the Service Provider or of the servants or employees or agents of the Service Provider and of its Sub-contractors engaged in the provision of the Services.

17 Human Rights

- 17.1 The Service Provider shall ensure that it provides the Services in compliance with the provisions of the Human Rights Act 1998 (**HRA**).
- 17.2 The Service Provider shall indemnify any LCP Member in respect of any cost claim or damages that any LCP Member may incur in respect of any breach or contravention of the HRA arising out of any act or omission on the part of the Service Provider its employees agents or subcontractors in providing the Services under this Supplier Agreement.

18 Health and safety at work

- 18.1 The Service Provider shall observe the provisions of the Health and Safety at Work Act 1974 and the Management of Health and Safety at Work Regulations 1999 and all other applicable legislation, (regulations), approved codes of practice and amendments thereto pertaining to the health and safety of employees and members of the public and shall ensure that its agents, employees and sub-contractors are competent to carry out their respective tasks with due regard to the Service Provider's obligations under these Laws and other instruments.
- 18.2 The Service Provider shall provide and maintain and make available for inspection by the Council's Authorised Officer all records reasonably requested by the Council relating to the Service Provider's compliance with clause 18.1.
- 18.3 The Service Provider shall promptly notify the Authorised Officer of any health and safety hazards which may arise in connection with the provision of the Services.

19 Confidentiality and protection of information

- 19.1 For the purposes of this Clause 19, "Parties" shall refer to either the Council and the Service Provider or any remaining LCP Member and the Service Provider (in the event of an LCP Member conducting a Call-Off pursuant to this Supplier Agreement). "Confidential Information" shall be all information (however recorded or preserved) disclosed by a Party or its employees, officers, representatives or advisers (together it's Representatives) to the other Party and that Party's Representatives in connection with this Supplier Agreement concerning:
- 19.1.1 the terms of this Supplier Agreement;
 - 19.1.2 any information that would be regarded as confidential by a reasonable business person relating to:
 - (a) the business, affairs, clients, service providers, plans, intentions, or market opportunities of the disclosing Party; and
 - (b) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing Party (or of any member of the group of companies to which the disclosing Party belongs); and
- 19.2 For the avoidance of doubt, any information developed by the Parties in the course of carrying out the terms of this Supplier Agreement shall be deemed as Confidential Information and may only be disclosed subject to the provisions of this Supplier Agreement.
- 19.3 The Service Provider acknowledges that the confidentiality, integrity and availability of such Confidential Information and the security provided in relation to information is a material element of this Supplier Agreement.
- 19.4 The Service Provider shall and shall at all times provide a level of security in relation to such Confidential Information which:
- 19.4.1 is in accordance with Legislation and this Supplier Agreement;
 - 19.4.2 is in accordance with compliance regimes representing Good Industry Practice; and
 - 19.4.3 meets any specific security threats identified from time to time by the Council (or any LCP Member as the case may be).

- 19.5 The Service Provider shall ensure that it provides comparable technical and policy coverage of security to Information as if it were being processed directly by the Council (or any LCP Member as the case may be). This shall include but not limited to the following:
- 19.5.1 all mobile storage systems and hardware shall be encrypted to at least industrial standard;
 - 19.5.2 all employees shall be appropriately vetted before use in the services, which are the subject of this Agreement;
 - 19.5.3 all employees shall receive adequate information governance training which shall be annually refreshed; and
 - 19.5.4 all buildings and physical environments shall be subject to appropriate physical security and protection.
- 19.6 The Service Provider shall permit access to Information by employees of the Council (or an LCP Member) only as may be specifically designated by the Council (or an LCP Member).
- 19.7 The Service Provider shall securely destroy all Information provided or created under this Supplier Agreement and no longer required to be retained in accordance with this Supplier Agreement.
- 19.8 The Service Provider must ensure that its employees are aware of their responsibility to comply with the common law duty of confidentiality.
- 19.9 The Service Provider shall observe the following principles when handling Personal Data for the purpose of carrying out the Service Provider's obligations under this Supplier Agreement (whether those obligations are to the Council or any other LCP Member):
- 19.9.1 every proposed processing of Personal Data within or outside the Service Provider's organisation should be clearly defined and regularly risk assessed and approved by an appropriate information governance role holder;
 - 19.9.2 Personal Data must not be processed unless it is absolutely necessary and if disclosed in accordance with all relevant Laws;
 - 19.9.3 The minimum necessary Personal Data is to be used. Where use of Personal data is considered necessary, each individual item of Personal Data should be justified with the aim of reducing the need for processing personally indefinable information;
 - 19.9.4 Access to Personal Data should be on a strict to know basis. Employees of the Service Provider should only have access to the data that they need to see, and should only receive the access and functionality permissions required to undertake their roles;
 - 19.9.5 All persons handling Personal Data must understand and comply with the DPA. All processing of Personal Data must be lawful.
- 19.10 Any information received by the Service Provider from the Council (or an LCP Member as the case may be) under this Supplier Agreement or generated by the Service Provider pursuant to this Supplier Agreement shall remain at all times the property of the Council (or an LCP Member as the case may be). It shall be identified, clearly marked and recorded as such by the Service Provider on all media and in all documentation.
- 19.11 The Service Provider shall not, save as required by this Supplier Agreement, without the prior written consent of the Council (or an LCP Member as the case may be) disclose to any other person any information provided by the Council (or an LCP Member as the case may be) under this Supplier Agreement.

- 19.12 Where processing Personal Data, the Service Provider shall not procure the services of any other agent or Sub-contractor in connection with this Supplier Agreement without the explicit written consent of the Council (or an LCP Member as the case may be).
- 19.13 The Service Provider shall take all necessary precautions to ensure that all information obtained from the Council (or an LCP Member as the case may be) under or in connection with this Supplier Agreement, is given only to such of the Service Provider's employees and professional advisors or consultants engaged to advise the Service Provider in connection with this Supplier Agreement as is strictly necessary for the performance of this Supplier Agreement, and is treated as Confidential Information and not disclosed (without prior written approval) or used by any such employees or such professional advisors or consultants otherwise than for the purposes of this Agreement.
- 19.14 The Service Provider shall not use any information it receives from the LCP Member otherwise than for the purpose of this Agreement.
- 19.15 With regards to Council or LCP Members Data:
- 19.15.1 the Service Provider shall not delete or remove any proprietary notices contained within or relating to an LCP Member's Data.
 - 19.15.2 the Service Provider shall not store, copy, disclose or use the LCP Member's Data except as necessary for the performance of the Service Provider's obligations under this Agreement or as otherwise expressly authorised in writing by the LCP Member.
 - 19.15.3 to the extent that LCP Member Data is held and/or processed by the Service Provider, the Service Provider shall supply the LCP Member Data to the LCP Member as requested by the LCP Member in the format specified by the LCP Member.
 - 19.15.4 the Service Provider shall take responsibility for preserving the integrity of LCP Member Data and preventing the corruption or loss of same.
 - 19.15.5 the Service Provider shall perform secure back-ups of all of the LCP Member Data and shall ensure that up-to-date back-ups are stored off-site. The Service Provider shall ensure that such back-ups are available to the LCP Member at all times upon request.
 - 19.15.6 if the LCP Member Data is corrupted, lost or sufficiently degraded as a result of the Service Provider's default so as to be unusable, the LCP Member may:
 - (a) require the Service Provider (at the Service Provider's expense) to restore or procure the restoration of LCP Member Data in full and not later than three (3) days (subject to any agreed business continuity plan); and/or
 - (b) in default thereof itself restore or procure the restoration of LCP Member Data, and shall be repaid by the Service Provider any reasonable expenses incurred in doing so.
- 19.16 if at any time the Service Provider suspects or has reason to believe that LCP Member Data has or may become corrupted, loss or sufficiently degraded in any way for the any reason, then the Service Provider shall notify the LCP Member immediately and inform the LCP Member of remedial action the Service Provider proposes to take.
- 19.17 The obligations imposed by this Clause shall apply during the continuance of this Supplier Agreement and indefinitely after its expiry or termination.

20 Intellectual Property Rights

- 20.1 The Service Provider hereby grants to the Council (or an LCP Member as the case may be) an irrevocable non- exclusive royalty-free licence to use any material created by the Service Provider in the provision of the Services in which, but for this sub-clause 20.1, the Service Provider would own the IPR (including but not limited to data, working papers and the contents of any report). The Service Provider agrees that the Council (or an LCP Member as the case may be) may without let or hindrance publish, alter, release, license or otherwise exploit and deal with such material as it thinks fit, via any medium.
- 20.2 The Service Provider undertakes to do all such acts or things and execute and /or procure the execution of all such documents the Council (or an LCP Member as the case may be) may request from time to time in order to perfect or confirm the Council's licence (or an LCP Member as the case may be) or use of the material referred to in sub-clause 20.1.
- 20.3 The Service Provider agrees to waive all moral rights in respect of the material referred to in sub-clause 20.1.
- 20.4 Where the IPR in material used in the provision of the Services or forming a material part of any report or data prepared for use by the Council (or an LCP Member as the case may be) are owned by a third party the Service Provider shall obtain the necessary licence for use of such material by the Council (or an LCP Member as the case may be).
- 20.5 The Service Provider shall keep the Council (or an LCP Member as the case may be) fully indemnified against all losses and all actions claims proceedings costs and damages (including any damages or compensation paid by the Council (or an LCP Member as the case) may be on the advice of its legal advisor and after consultation with the Service Provider to compromise or settle any claim and all legal costs or other expenses) arising out of any breach of IPR of a third party in material supplied by the Service Provider in the provision of the Services.

21 Data Protection

- 21.1 The Council (or an LCP Member as the case may be) is and will remain the Data Controller in relation to the personal information processed under this Agreement, and the Service Provider will act as Data Processor with respect to such personal information. As such, the Service Provider must follow the direction of the Council (or an LCP Member as the case may be) as to how Personal Data is processed.
- 21.2 All Personal Data acquired by the Service Provider from the Council (or an LCP Member as the case may be) shall only be used for the purposes of this Agreement and shall not be further processed or disclosed without the prior written consent of the Council (or an LCP Member as the case may be).
- 21.3 If and when applicable the Service Provider shall comply with the GDPR requirements with regards to appointing a Data Protection Officer.
- 21.4 The Service Provider shall comply with all relevant code of practice issued under the DPA (and GDPR when in force).
- 21.5 The Service Provider shall assist the Council (or an LCP Member as the case may be) in safeguarding the legal rights of the Data Subject (as defined within the DPA).
- 21.6 The Service Provider will have in place at all times appropriate technical and organisational security measures to safeguard Council Data (or and LCP Member as the case may be) in compliance with DPA and the National Cyber Security Centre (NSNC) guidance (and the GDPR when in force).
- 21.7 The Service Provider shall indemnify the Council (or an LCP Member as the case may be) against loss, destruction or processing contrary to Information Legislation by itself, its employees, contractors or agents.

- 21.8 The Service Provider shall ensure the reliability and training of all its relevant employees to ensure awareness of and compliance with the Service Provider's obligations under the DPA (and GDPR when in force).
- 21.9 The Council (or an LCP Member as the case may be) shall respond to all Subject Access Request (SAR), whether received by the Service Provider or the Council (or an LCP Member as the case may be) and therefore the Service Provider shall provide to the Council (or an LCP Member as the case may be) the personal data requested by the Data Subject (as defined in the DPA) within 10 working days of receipt of instruction by the Council (or an LCP Member as the case may be) for supply of such data.
- 21.10 The Service Provider shall immediately notify the Authorised Officer if it receives:
- 21.10.1 a request from any person whose Personal Data it holds to access his Personal Data; or
 - 21.10.2 a complaint or request relating to the Council's (or an LCP Member as the case may be) obligations under the DPA (and the GDPR when in force).
- 21.11 The Service Provider will assist and co-operate with the Council (or an LCP Member as the case may be) in relation to any complaint or request received, including:
- 21.11.1 providing full details of the complaint or request;
 - 21.11.2 providing the Council (or an LCP Member as the case may be) with any information relating to a SAR within 10 working days of receipt of the request;
 - 21.11.3 promptly providing the Authorised Officer with any Personal Data and other information requested by him.
- 21.12 The Service Provider shall not process information outside of the EEA as defined by the DPA and GDPR without full prior written consent from the Council (or an LCP Member as the case may be)
- 21.13 The Service Provider shall cooperate with any data protection compliance audits as and when requested by the Council (or an LCP Member as the case may be).
- 21.14 When in force, the Service Provider shall comply with GDPR requirements for maintaining accurate, current and comprehensive Records of Processing Activities (as defined within the GDPR).
- 21.15 The Service Provider shall be liable for and shall indemnify the Council (or an LCP Member as the case may be) against each and every action, proceeding, liability, cost, claim, loss, expense (including reasonable legal fees and disbursements) and demands incurred by the Council (or an LCP Member as the case may be) which arise directly from a breach by the Service Provider of its obligations under the DPA, including without limitation those arising out of any Third Party demand, claim or action, or any breach of Agreement, negligence, fraud, wilful misconduct, breach of statutory duty or non-compliance with any part of the DPA (and GDPR when in force) by the Service Provider or its Employees, servants, agents or Sub-Provider

22 Freedom of Information

- 22.1 The Service Provider recognises that the LCP Members are subject to legal duties which may require the release of information under FOIA or any Other Information Law and that the LCP Members may be under an obligation to provide information on request. Such information may include matters relating to, arising out of or under, this Supplier Agreement in any way.
- 22.2 Notwithstanding anything in this Supplier Agreement to the contrary, in the event that and LCP Member receives a request for information under the FOIA or any Other Information Law, the LCP Member shall be entitled to disclose all information and documentation (in

whatever form) as is necessary to respond to that request in accordance with the FOIA or Other Information Law, save that in relation to any such information that the LCP Member believes is Exempt Information, the LCP Member shall use reasonable endeavours to consult the Service Provider as soon as practicable after receipt of such a request and shall not:

- (a) confirm or deny that the information in question is held by the LCP Member; or
- (b) disclose the information requested,

to the extent that in the LCP Member's opinion (having taken into account the views of the Service Provider) that exemption is or may be applicable in accordance with the relevant section of FOIA in the circumstances to all or any of the information requested.

- 22.3 Where the LCP Member consults with the Service Provider in accordance with Clause 22.2 above, the Service Provider shall make its written representations as to whether it believes the information falls within an exemption under the FOIA to the LCP Member within 14 days of receiving the LCP Member's request for consultation.
- 22.1 The Service Provider shall indemnify the Council (or an LCP Member as the case may be) for any costs that the Council (or an LCP Member as the case may be) incurs, including but not limited to external legal costs, in seeking to maintain the withholding of information arising out of or under the Supplier Agreement in any way that the Service Provider wishes it to withhold, including but not limited to responding to information notices or lodging appeals against a decision of the Information Commissioner in relation to disclosure.
- 22.2 In any event the Council (or an LCP Member as the case may be) shall not be liable for any loss, damage, harm or other detriment however caused arising from the disclosure of any Exempt Information or other information relating to this Supplier Agreement under FOIA or Other Information Law.
- 22.3 The Service Provider will at all times assist the Council (or an LCP Member as the case may be) to enable the Council (or an LCP Member as the case may be) to comply fully with its obligation under FOIA governing access to information or Other Information Law or related guidelines or codes of practice. In particular it acknowledges that the Council (or an LCP Member as the case may be) is entitled to any and all information relating to or arising in the course of the performance of this Supplier Agreement. In the event that the Council receives a request for information under the FOIA or Other Information Law, and requires the Service Provider's assistance in obtaining all or any such information, the Service Provider will respond to any such request for assistance at its own cost and promptly and in any event within 10 days of receiving the Council's request (or other reasonable time period specified by the Council (or an LCP Member as the case may be) when making the request).
- 22.4 Other than as set out above the Council (or an LCP Member as the case may be) shall have no obligation to consult the Service Provider where any request for information, whether under the FOIA or otherwise, touches or concerns this Supplier Agreement.
- 22.5 In no event shall the Service Provider respond directly to a request for information unless expressly authorised to do so by the Council (or an LCP Member as the case may be).

23 Corruption

- 23.1 The Service Provider shall not offer or give, to any employee, agent, servant or representative of any LCP Member any gift or consideration of any kind as an inducement or reward for doing or refraining from doing or for having done or having refrained from doing any act in relation to the obtaining or execution of this or any other contract with any LCP Member, or for showing or refraining from showing favour or disfavour to any person in relation to this or any other contract with any :LCP Member. The Service Provider warrants that it has not otherwise done anything contrary to the Bribery Act 2010 or incited any breach of section 117(2) of the Local Government Act 1972.

- 23.2 Where the Service Provider or the Service Provider's employees, servants, sub-contractors, suppliers or agents or anyone acting on the Service Provider's behalf, engages in conduct prohibited by clause 23.1 in relation to this or any other contract with the Council (or an LCP Member as the case may be), the Council has the right to:
- (a) terminate the Supplier Agreement and the Council (or an LCP Member as the case may be) terminate any Service Agreement awarded under it and recover from the Service Provider the amount of any loss suffered by the Council (or an LCP Member as the case may be) resulting from the termination; or
 - (b) recover in full from the Service Provider any other loss sustained by the Council (or an LCP Member as the case may be) in consequence of any breach of this clause, whether or not the Supplier Agreement or any Service Agreement awarded under it has been terminated.

24 Illegality

- 24.1 If any provision or term of the Supplier Agreement or any part of it or Service Agreement awarded under it shall become unenforceable for any reason whatsoever, including but without limitation by reason of the provisions of any Legislation, regulation, order, direction of the Secretary of State or other provision having the force of law or by reason of any decision of any Court of competent jurisdiction, the validity and enforceability of the remainder of the Supplier Agreement or Service Agreement awarded under it shall not be affected thereby and shall remain in full force and effect. Where any such provision or decision substantially affects or alters the ability of either of the parties to comply fully with its contractual obligations the parties shall negotiate in good faith to amend and modify the provisions and terms of the Supplier Agreement or of any Service Agreement awarded under it as may be necessary or desirable in the circumstances.

25 Force majeure

- 25.1 Neither party to this Supplier Agreement shall be liable to the other nor held in breach of the Supplier Agreement or of any Service Agreement awarded under it if either party is prevented, hindered or delayed in the performance of its obligations under the Supplier Agreement by any act of God, war, riot, civil commotion, explosion, fire, radiation, accident, government action, interruption in the supply of power, labour dispute other than a dispute concerning the Service Provider's employees or the employees of its sub-contractors, epidemic or other circumstances beyond the control of the parties which prevents a party from, or hinders or delays a party in, performing its obligations under this Supplier Agreement (and which the application of due diligence and foresight could not have prevented).
- 25.2 If due to any of the circumstances listed in Clause 25.1 either party is prevented, hindered or delayed in the performance of their obligations under this Supplier Agreement that party shall as soon as reasonably practicable notify the other in writing of such prevention, hindrance or delay and the reasons therefor whereupon the operation of this Supplier Agreement or of any Service Agreement awarded under it that is affected shall be suspended. The Council (or an LCP Member as the case may be) shall not be liable to make payment to the Service Provider during such suspension.
- 25.3 The suspension of the operation of this Supplier Agreement or of any Service Agreement awarded under it shall continue during the period (and only during the period) that such prevention, hindrance or delay due to the circumstances listed in Clause 25.1 continues to affect it. Upon those circumstances ceasing to prevent, hinder or delay the performance of the obligations of the party relying upon it that party shall give written notice to the other party of this fact.
- 25.4 If Party (which for the purposes of this Clause 25.4 may mean either the Council and the Service Provider, or an LCP Member and the Service Provider) is prevented from performing their obligations due to any of the circumstances listed in Clause 25.1 for longer than one month either party may immediately terminate the Supplier Agreement or the Service

Agreement, whichever may be affected, upon service of one month's written notice to the other party.

26 Business continuity

- 26.1 The Service Provider acknowledges and accepts that the Council (or an LCP Member as the case may be) has obligations under the CCA and upon the award of a Service Agreement under this Supplier Agreement and prior to the commencement of the Service Agreement shall carry out a risk assessment of the issues that could prevent its provision of the Services.
- 26.2 The Service Provider undertakes during and after the subsistence of a Service Agreement awarded under this Supplier Agreement to provide any information, documentation and assistance the Council (or an LCP Member as the case may be) may reasonably require in order to enable the Council (or an LCP Member as the case may be) to comply with its obligations under section 2 of the CCA (Duty to assess, plan and advise).
- 26.3 In the event of an Emergency (as defined in Part 1 or Part 2 of the CCA), the Service Provider shall use its best endeavours to comply with any instructions whatsoever of the Council (or an LCP Member as the case may be) in relation to such Emergency, notwithstanding that such instructions may be given by an officer of the Council (or an LCP Member as the case may be) other than the officer(s) the Service Provider would usually deal with in respect of this Supplier Agreement.
- 26.4 The Council (or an LCP Member as the case may be) shall remunerate and indemnify the Service Provider for any claims, costs and losses that the Service Provider may suffer as a direct consequence of compliance with the Council's (or an LCP Member as the case may be) instructions during and in respect of an Emergency.
- 26.5 The Council (or an LCP Member as the case may be) shall use all reasonable endeavours to ensure that any instruction given to the Service Provider pursuant to sub-clause 26.3 shall be:
- (a) reasonably necessary for the prevention or mitigation of the Emergency;
 - (b) reasonably within the power and ability of the Service Provider to comply with, having regard to the nature of the Service Provider's business and its obligations to the Council (or an LCP Member as the case may be).
- 26.6 Notwithstanding Clause 25, during the subsistence of each Service Agreement awarded under this Supplier Agreement the Service Provider shall have in place such measures as may be reasonably practicable and sufficient so that as far as reasonably possible it is able to continue to perform its obligations under each such Service Agreement in the event of an Emergency or a Disruptive Event (**Business Continuity Measures**).
- 26.7 A Disruptive Event means any event falling outside the definition of an Emergency that may result from:
- (a) inability by the Service Provider to access the premises from which it provides the Services;
 - (b) general failure of the Service Provider's Staff to attend work or perform their functions;
 - (c) failure of or disruption to the IT and communications systems, or the loss of data and/or records of, the Service Provider;
 - (d) loss of or damage to equipment, resources or materials of the Service Provider;

- (e) a disruption in provision of goods or services to the Service Provider by any third party.
- 26.8 Within 1 month of the Commencement Date of a Service Agreement awarded under this Supplier Agreement, the Service Provider shall ensure that its Business Continuity Measures are recorded in a document entitled a Business Continuity Plan and shall submit a copy of the Business Continuity Plan for the Council's (or an LCP Member's as the case may be) prior approval.
- 26.9 If at any time during the subsistence of a Service Agreement awarded under this Supplier Agreement after receipt of a Business Continuity Plan, the Council (or an LCP Member as the case may be) reasonably considers that changes to the Business Continuity Plan are required, the Service Provider shall upon notification by the Council (or an LCP Member as the case may be) of these changes record the changes in the Business Continuity Plan and implement them.
- 26.10 The Service Provider shall use its best endeavours to ensure that its contracts with its Sub-contractors engaged in or about the execution of a Service Agreement awarded under this Supplier Agreement contain provisions similar to those in this Clause 26 as far as necessary to allow the Service Provider to perform its obligations under this Clause 26.
- 26.11 The Service Provider shall indemnify and keep indemnified the Council (or an LCP Member as the case may be) for any claims, loss or damage incurred by the Council (or an LCP Member as the case may be) as a result of the Service Provider's breach of this Clause 26.

27 Assignment and sub-contracting

- 27.1 The Service Provider shall not assign, sub-contract, or delegate in whole or in part any of its duties in relation to provision of the Services under this Supplier Agreement without the prior written consent of the Council, which may be given or withheld in the Council's sole discretion and subject to any conditions which the Council sees fit to impose.
- 27.2 In the event that the Council agrees to any part of provision of the Services being sub-contracted, the Service Provider shall ensure that the Service Provider enters into a legally binding contract with the sub-contractor in a form approved in writing by the Authorised Officer prior to the commencement of that sub-contract. A copy of each sub-contract will be sent by the Service Provider to the Council immediately.
- 27.3 It shall be a condition of any sub-contract entered into by the Service Provider that the Sub-Contractor shall not enter into a further sub-contract in respect of the Services or any part of the Services under the sub-contract without notifying and obtaining the written consent of the Service Provider. Upon receipt of any such notification from the Sub-Contractor and before giving the Sub-contractor its consent, the Service Provider shall inform the Council of the Sub-Contractor's intention to further sub-contract the Services or part of the Services and shall obtain the Council's written consent thereto, which consent may be given or withheld at the Council's sole discretion and subject to any conditions the Council may see fit to impose.
- 27.4 Nothing in this Clause 27 shall alleviate the Service Provider of its obligations in relation to the provision of the Services under this Supplier Agreement generally. In particular, notwithstanding the grant of consent or imposition of conditions by the Council under Clause 27.1, the Service Provider shall remain ultimately responsible for any choice of sub-contractors and for the provision of the Services in all respects.

28 Waiver

- 28.1 Failure by the Council at any time to enforce the provisions of and applicable under this Supplier Agreement or to require performance by the Service Provider of any of the provisions of and applicable under this Supplier Agreement shall not be construed as a waiver of or as creating an estoppel in connection with any such provision and shall not affect the

validity of this Supplier Agreement or any part thereof or the right of the Council to enforce any provision in accordance with its terms.

29 Variation

- 29.1 A variation to this Supplier Agreement shall only be valid if it has been agreed by the Council and the Service Provider in written form.
- 29.2 A variation of any Service Agreement awarded under this Supplier Agreement shall only be valid if it has been agreed by the LCP Member and Service Provider in written form.

30 Performance default

- 30.1 Without prejudice to the Council's right to terminate this Supplier Agreement or any LCP Member's right to terminate any Service Agreement awarded under it in accordance with these terms and conditions and without prejudice to any other claim or remedy the Council or any other LCP Member may have against the Service Provider, the Council (or an LCP Member as the case may be) may in the event that the Service Provider in the reasonable opinion of the Council's Authorised Officer (or an LCP Member as the case may be): -

- (a) fails to provide the Services or any part of them; or
- (b) fails to provide the Services to a reasonable standard;

issue the Service Provider with a written notice (a **Default Notice**) detailing the default, the actions (if any) to be taken to rectify the default and the timeframe for doing so.

- 30.2 If the Service Provider fails to comply with the Default Notice or if the breach is incapable of remedy, the Council (or an LCP Member as the case may be) shall be entitled to deduct from any monies that may be due to the Service Provider such sums to reflect the actual loss to the Council (or an LCP Member as the case may be) arising out of the breach including administration costs.
- 30.3 If the Service Provider complies with a Default Notice to the reasonable satisfaction of the Council (or an LCP Member as the case may be), the Service Provider may be charged the Council's (or an LCP Member's as the case may be) reasonable costs (if any) arising from the breach.
- 30.4 Without prejudice to the remedies available to the Council (or an LCP Member's as the case may be) under Conditions 30.2 and 30.3, if the Service Provider is issued with three Default Notices under Condition 30.1:
- 30.4.1 in respect of the provision of the Services regardless of the Service Agreement to which the Default Notices relate, the Council shall have the right to treat this as a persistent breach of this Supplier Agreement for the purposes of Condition 31.3;
 - 30.4.2 in respect of a specific Service Agreement, the Council (or an LCP Member as the case may be) shall have the right to treat this as a persistent breach of that Service Agreement for the purposes of Condition 31.3.

31 Termination of Supplier Agreement or Service Agreement

- 31.1 Notwithstanding any other provision of a Service Agreement and/or, in the case of the Council, this Supplier Agreement, either party may terminate any Service Agreement by giving at least 28 days' written notice to the other. This period may, however, be reduced if mutually agreed between the relevant Parties. The period of notice will run from receipt of notification (notification can be by e-mail, fax or posted). During the period of notice both Parties shall co-operate to ensure that the interests of the Service User shall be met under whatever new arrangement may be proposed.

- 31.2 If either party commits a fundamental breach of its obligations under any Service Agreement or including under any terms deemed to be incorporated from this Supplier Agreement then the other party may, without prejudice to any accrued rights or remedies, terminate the Service Agreement concerned by notice in writing having immediate effect.
- 31.3 A LCP Member may terminate a Service Agreement awarded under it by notice in writing having immediate effect, without prejudice to any accrued rights or remedies, if any one or more of the following occurs:
- 31.3.1 the Service Provider has committed a persistent breach of the Service Agreement under Clause 30.4;
 - 31.3.2 any information provided by the Service Provider during the process of selection of the Service Provider for admission to the DPS or the award of this Supplier Agreement or of a Service Agreement proves materially untrue or incorrect;
 - 31.3.3 the Service Provider has obtained or received by whatever means any information which has given or was intended or likely to give the Service Provider any unfair advantage over any other participant in relation to the process for admission to the DPS the award of this Supplier Agreement or the award of any Service Agreement under this Supplier Agreement;
 - 31.3.4 an event described in Clause 23 (Corruption);
 - 31.3.5 the Service Provider's directors become bankrupt or the Service Provider makes a composition or arrangement with its creditors, or has a proposal in respect of its company for voluntary arrangement for a composition of debts, or scheme of arrangement approved in accordance with the Insolvency Act 1986;
 - 31.3.6 the Service Provider has an application made under the Insolvency Act 1986 to the Court for the appointment of an administrative receiver or has an administrative receiver appointed;
 - 31.3.7 the Service Provider has a provisional liquidator, receiver, or manager of its business or undertaking duly appointed;
 - 31.3.8 the Service Provider has possession taken, by or on behalf of the holder of any debentures secured by a floating charge, of any property comprised in, or subject to, the floating charge;
 - 31.3.9 the Service Provider is in circumstances that entitle the Court or a creditor to appoint, or have appointed, a receiver, a manager, or administrative receiver or which entitle the Court to make a winding-up order;
 - 31.3.10 if there is a change of control in the shareholding of the Service Provider;
 - 31.3.11 where the Council has, on grounds of breach of contract, terminated a contract between itself and the Service Provider other than the relevant Service Agreement;
 - 31.3.12 where the Service Provider or any of its employees or sub- contractors becomes embroiled in matters attracting significant negative publicity liable to reflect adversely on the Council (or an LCP Member as the case may be), including but not limited to any occasion on which any of these persons is convicted of an arrestable offence;
 - 31.3.13 where the Service Provider is an individual if he shall die or be adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Health Act 1983 or any amendment thereto.
- 31.4 If any LCP Member terminates a Service Agreement awarded under this Clause 31 or otherwise the LCP Member shall:

- 31.4.1 cease to be under any obligation to make further payment to the Service Provider until all costs and damage resulting from or arising out of termination of the Service Agreement have been calculated; and
 - 31.4.2 be entitled to deduct such costs from any sum or sums which would have been due to the Service Provider and/or be entitled to recover the costs from the Service Provider as a debt; and
 - 31.4.3 be entitled to carry out the Service Agreement itself in whole or in part or engage any other person to provide the Services.
- 31.5 Where the Service Agreement shall terminate for whatsoever reason the Service Provider shall within 21 days from termination (or such reasonable period specified by the LCP Member provide the LCP Member with sufficient information, material and documentation necessary to enable the LCP Member to continue or to re-procure the provision of the Service(s). Without prejudice to the LCP Member's other remedies, failure to comply with this Clause 31 may result in the LCP Member withholding any payment due until reasonable compliance by the Service Provider.
- 31.6 In addition and without prejudice to this Clause 31 if the LCP Member terminates a Service Agreement awarded under it in accordance with 31.2 or 31.3 or 31A.9 the Service Provider shall fully indemnify the LCP Member in respect of any loss or damage suffered as a consequence of termination including the cost of providing the Services for the remainder of the period of the Service Agreement to the extent that such cost exceeds the payment that otherwise would have been payable to the Service Provider.
- 31.7 The rights of an LCP Member under this Clause 31 are in addition to, and without prejudice to, any other rights that the LCP Member may have at Law or under the relevant Service Agreement and/or, in the case of the Council, under this Supplier Agreement.
- 31.8 The provisions of Clauses 15 (Service Provider's Indemnities), 19 (Confidentiality and Protection of Information), 20 (IPR), 21 (Data Protection) 22 (FOIA) and 38 (TUPE Compliance on Termination) shall survive the termination or expiry of any Service Agreement together with any other provision which is either expressed to or by implication is intended to survive termination of a Service Agreement.

31A Suspension of a Service Agreement

- 31A.1 If the Service Provider commits a Serious Default under any Service Agreement then the LCP Member shall be entitled to arrange for a competent person (which may be one of the LCP Member's employees) to carry out an investigation into the Serious Default.
- 31A.2 If the LCP Member acting reasonably, considers that:
- 31A.2.1 the Serious Default is of such seriousness; and/or
 - 31A.2.2 there is a continuing threat to the health, safety and/or welfare of any or all of the Service Users;
- such that in either case it is not appropriate for the Service Provider to carry on providing any or all of the Services, then the LCP Member shall be entitled to serve on the Service Provider a Suspension Notice, which shall set out the Services that it relates to under any Service Agreement between the LCP Member and the Service Provider, and it shall notify the Council at the same time as it serves the Suspension Notice on a Service Provider.
- 31A.3 if an LCP Member serves a Suspension Notice then:
- 31A.3.1 the Service Provider will cease providing the Services set out in the Suspension Notice pending the outcome of the investigation of the Serious Default; and

- 31A.3.2 the LCP Member will be entitled for as long as the Suspension Notice is in force to either provide some or all of the Services itself or engage any other person to do.
- 31A. 4 the LCP Member shall use reasonable endeavours to ensure that any investigation is carried out as quickly as possible. The LCP Member will make available to the Service Provider and to the Council a copy of the report of the investigation's findings as soon as reasonably possible after it has been made available to the LCP Member. The Service Provider will cooperate fully in the conduct of any such investigation.
- 31A.5 if the Service Provider has been served with a Suspension Notice then as soon as reasonably possible after the LCP Member has received the report of the investigation the LCP Member shall, acting reasonably, consider whether or not the Service Provider should all resume provision of some or all of the suspended Services.
- 31A.6 if the LCP Member considers that the Service Provider should all resume provision of some or all of the suspended Services then the LCP Member shall serve on the Service Provider a Resumption Notice which shall set out the services to be resumed and the date upon which they are to be resumed.
- 31A.7 the LCP Member will be entitled to set out in the Resumption Notice such conditions relating to the Service Provider's resumption of the Service as it considers appropriate.
- 31A.8 the Service Provider shall resume the provision of the suspended Services on the date and subject to any conditions set out in the Resumption Notice.
- 31A.9 if the LCP Member considers that the Service Provider should not resume the provision of some or all of the suspended Services then:
- 31A.9.1 the LCP Member will be entitled to terminate the application of the Services Agreement to the specific Service concerned with immediate effect; or
- 31A.9.2 if the LCP Member, acting reasonably, considers that the findings of the investigation reflect on the Service Provider's ability to carry out the Services generally, the LCP member will be entitled to terminate the Services Agreement with immediate effect.
- 31A.10 during any period of suspension under this Clause 31A the LCP Member may at its sole discretion continue to pay the Charges but if the LCP Member exercises its right to terminate in accordance with Clause 31A.9.1 and 31A.9.2, the Service Provider must repay to the LCP Member all sums paid during the period of suspension which relate to the suspended Service concerned. If the Service Provider does not repay these sums within 30 days of any notice of termination then the LCP Member will be entitled to recover these sums as a debt.
- 31A.11 following service of a Resumption Notice of the LCP Member has not already done so it will pay such proportion of the Charges for the period during which the Services were suspended as the LCP Member considers reasonably determines.
- 31A.12 the rights of an LCP Member under this Clause 31A are in addition to, and without prejudice to, any other rights that the Council may have at law or under the relevant Service Agreement.

31B Termination of the Supplier Agreement

- 31B.1 The Service Provider shall notify the Council in writing with immediate effect in any of the following circumstances:
- 31B.1.1 the Service Provider undergoes a Change of Control;

- 31B.1.2 any changes occur in relation to the information contained in the Entry Submission of the Service Provider that may result in the Service Provider no longer complying with the Selection Criteria; and/or
 - 31B.1.3 any other reason that the Service Provider becomes aware of that may affect the compliance by the Service Provider with the Selection Criteria.
- 31B.2 Without prejudice to Clause 31B.1 the Service Provider shall at such times as the Council reasonably requires:
- 31B.2.1 confirm that there has been no changes to the information contained in the Entry Submission of the Service Provider that may result in the Service Provider no longer complying with the Selection Criteria;
 - 31B.2.2 provide to the Council such information as the Council reasonably requires in relation to the ongoing compliance of the Service Provider with the Selection Criteria; and/or
 - 31B.2.3 provide to the Council such information as the Council reasonably requires to enable the Council to determine whether any of the grounds for exclusion pursuant to regulation 57 of the Public Contracts Regulations apply in respect of the Service Provider.
- 31B.3 The Council shall be entitled to terminate this Supplier Agreement with immediate effect in the event that:
- 31B.3.1 the Service Provider fails to provide the confirmation or further information required by the Council under Clause 31B.2.1, 31B.2.2 or 31B.2.3; and/or
 - 31B.3.2 the Service Provider does not comply with the Selection Criteria, including where any document provided by the Service Provider as part of its Entry Submission that has an expiry date has expired and the Service Provider has failed to meet any deadline set by the Council for providing unexpired documents; and/or
 - 31B.3.3 any of the grounds for exclusion pursuant to regulation 57 of the Public Contracts Regulations apply in respect of the Service Provider; and/or
 - 31B.3.4 the Council receives, pursuant to Clause 31A.4, a copy of the report of the findings of an investigation carried out under Clause 31A.1, whether on the initiative of the Council or of a Third Party Customer, and the findings are such that the Council concludes that it is not appropriate for the Service Provider to be awarded further Service Agreements under this Supplier Agreement.
- 31B.4 In the event that the Council is entitled to terminate this Supplier Agreement pursuant to Clause 31B.3 the Council may decide (at its sole discretion) to suspend the Service Provider's participation in the DPS until such point that the Service Provider has demonstrated to the Council's satisfaction that the grounds for termination pursuant to Clause 31B.3 no longer apply, provided that the Council may at any time during the suspension decide (at its sole discretion) to exercise its right to terminate pursuant to clause 31B.3. For the avoidance of doubt, during the period of such suspension the Service Provider shall not be entitled to participate in the Service Agreement award procedure for Service Agreements under Clause 4.
- 31B.5 Notwithstanding any other provision of this Supplier Agreement, the Council may terminate the DPS (including this Supplier Agreement) on a no fault basis at any time by giving the Service Provider 120 days' notice in writing. The Council may extend the period of notice at any time before it expires.
- 31B.6 Where, for whatever reason, the Supplier Agreement has been terminated and/or the Council exercises its right to suspend the Service Provider's participation in the DPS; the Service

Provider shall within 21 days (or such reasonable period specified by the Council) of the termination and/or suspension provide the Council with such information regarding the Supplier Agreement and/or the Service Provider's participation in the DPS as the Council reasonably required.

- 31B.7 In addition and without prejudice to this Clause 31B, if the Council terminates the Supplier Agreement in accordance with 31B.3 and/or the Council exercises its right to suspend the Service Provider's participation in the DPS, the Service Provider shall fully indemnify the Council in respect of any loss or damage suffered by the Council as a consequence of the termination and/or such suspension.
- 31B.8 The rights of the Council under this Clause 31B are in addition to, and without prejudice to any other rights that the Council may have at law or under the Supplier Agreement and any Service Agreement.
- 31B.9 The provisions of Clauses 19 (Confidentiality and Protection of Information), 20 (IPR), 21 (Data Protection) and 22 (FOIA) shall survive the termination of the Supplier Agreement together with any other provision which is either expressed to or by implication is intended to survive termination of the Supplier Agreement.

32 Dispute Resolution

- 32.1 In the event of a disagreement or dispute between either the Council and the Service Provider or an LCP Member and a Service Provider in relation to the Services or in relation to the interpretation of the terms of and applicable under this Supplier Agreement, the parties shall, in the first instance, endeavour to resolve the disagreement or dispute themselves (or through their representatives).
- 32.2 In the event of a failure to reach an agreement in accordance with Clause 32.1 above within a reasonable time then the disagreement or dispute shall be referred to any mediation or conciliation procedure either within the Council (or an LCP Member as the case may be) or by reference to a third independent party agreed by the parties or failing agreement, appointed by the Authorised Officer. Any such mediation or conciliation will not be binding on the parties.
- 32.3 If such dispute or difference is not resolved within twenty-one days of the dispute being referred to mediation or conciliation under Clause 32.2 above then such dispute or difference shall if so agreed by the parties be referred to an arbitrator agreed between the parties or in default of such agreement to be nominated by the President of the Chartered Institute of Arbitrators and such a referral to arbitration shall be deemed to be a referral in accordance with the Arbitration Act 1996 and any statutory modification or re-enactment thereof for the time being in force.
- 32.4 The costs of mediation, conciliation and/or the appointment of the arbitrator shall be shared equally between the parties to the dispute in question and the arbitrator shall determine which party shall pay any costs subsequently incurred.

33 Notices

- 33.1 All notices served under this Supplier Agreement including in respect of any Service Agreement awarded under it shall be in writing and shall be delivered by hand or sent by pre-paid first class recorded delivery post or by facsimile, in the case of the Council to the Authorised Officer's address stated in **Error! Reference source not found.** or, in the case of the Service Provider to its address as stated above (which addresses may themselves be amended by notice in accordance with this Clause 33). Notices sent by post shall be deemed to have been received by the addressee 2 days after the day on which they were posted (excluding weekends and public holidays).

Notices sent by facsimile during normal business hours shall be deemed to have been received on the date of despatch (or on the next working day if sent after normal business hours). All facsimile notices shall be confirmed by post.

34 Contracts (Rights of Third Parties)

- 34.1 Any provision of this Supplier Agreement which expressly or by implication is intended to grant a right to and/or confer a benefit on any LCP Member shall be enforceable directly by the relevant LCP Member pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 34.2 Subject to clause 34.1 above and save as otherwise provided herein the rights specified in this Supplier Agreement has no right to enforce any terms of this Supplier Agreement but this does not affect any other right or remedy of any person which exists or is available otherwise than pursuant to the Contracts (Rights of Third Parties) Act 1999. If the parties rescind this Supplier Agreement or vary any of its terms in accordance with the relevant provisions of this Supplier Agreement, such rescission or variation will not require the consent of any third party.

35 Governing law

- 35.1 The terms applicable under this Supplier Agreement are governed by, and are to be construed in accordance with, the law of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

36 Contract execution costs

- 36.1 Each party to the Supplier Agreement or to a subsequent Service Agreement shall bear its own costs of and incidental to the preparation and execution of this Supplier Agreement and of any Service Agreement awarded under it.

37 Service Provider staff - recruitment, vetting and training

- 37.1 The Service Provider shall select, train and engage in and about the provision of the Services only such persons as are of good character and who are appropriately skilled and experienced.
- 37.2 The Service Provider shall ensure that it complies with its statutory duties under the Asylum and Immigration Act 1996 in relation to the engagement of Staff.
- 37.3 The Service Provider must operate an equal opportunities policy with regard to all aspects of the engagement of Staff.
- 37.4 The Service Provider shall comply with any statutory requirements in relation to the recruitment of persons who have a criminal record and to disclosures under the Police Act 1997. The Service Provider shall ensure that all Staff who may be required to come into contact with children or vulnerable adults have, before they are so engaged, appropriate levels of Disclosure and Barring Service checks done having regard to the nature of the work they are required to do.
- 37.5 The Service Provider shall upon reasonable request produce evidence to the Council (or an LCP Member as the case may be) that the checks done in accordance with clause 37.4 are satisfactory.
- 37.6 The Service Provider shall ensure that all Staff who may be required to come into contact with children or vulnerable adults in the provision of the Services are appropriately trained and up to date with current practice and perform their duties in accordance with the requirements of any child and vulnerable adult protection procedures laid down by the Haringey Local Safeguarding Children or Adults Boards (or an LCP Member as the case may be) and any other relevant statutory requirements and government guidance relating to safeguarding children and vulnerable adults and have an understanding of their roles and responsibilities with regards to safeguarding their welfare as appropriate.

- 37.7 The Service Provider shall ensure that managers in charge of recruitment, vetting and monitoring of Staff are adequately trained.
- 37.8 The Service Provider shall provide training on a continuing basis for all Staff.
- 37.9 The Council (or an LCP Member as the case may be) reserves the right to visit the Service Provider's organisation to audit, inspect and monitor the Service Provider's compliance with this clause 37.

38 TUPE

- 38.1 It is not anticipated by either party that TUPE will apply on the termination of this Supplier Agreement howsoever caused. The Service Provider represents, warrants and undertakes to the LCP Members that no Service Provider Employee will or is likely to transfer to an LCP Member or a New Provider under TUPE as a consequence of the termination of this Supplier Agreement.
- 38.2 The Service Provider shall be responsible for and shall indemnify any LCP Member and/or any New Provider, as the case may be, in respect of any Employment Liabilities the LCP Members and/or any New Provider may incur in relation to any Service Provider Employee arising from the transfer or alleged transfer of their employment (or any employment liabilities in respect of their employment) to an LCP Member or a New Provider pursuant to TUPE including, without limitation, any Employment Liabilities relating to the dismissal of a Service Provider Employee by the Service Provider, a Sub-contractor, the LCP Member or a New Provider, as the case may be.
- 38.3 Any New Provider is entitled to enforce the provisions of this Clause 38 pursuant to section 1 of the Contracts (Rights of Third Parties) Act 1999 provided that the parties to this Supplier Agreement may vary or terminate this Supplier Agreement by agreement between them without requiring the consent of any such third party and need not comply with section 2 (1) of the Contracts (Rights of Third Parties) Act 1999.

Schedule 1

Self-billing procedure

- 1 The Service Provider hereby acknowledges that the Council shall utilise the Self-Billing Procedure from the Contract Completion Date. However for the remaining LCP Members its use is optional. Should those LCP Members opt to utilise the same as part of one or more Call-Off then the remaining provisions shall apply equally to an LCP Member (as they currently apply to the Council).
- 2 The Service Provider agrees:
 - (a) to complete and submit on the Application, at such regular (e.g. weekly or monthly) intervals as shall be determined by the Council, a Service Receipt relating to the period preceding its submission;
 - (b) to accept the electronic delivery of Self-Billing Invoices raised on its behalf by the Council in respect of Services provided to the Council based on the Service Receipts submitted under paragraph 2(a);
 - (c) not to issue VAT invoices in respect of the Services;
 - (d) where for internal compliance reasons the Service Provider raises dummy invoices, that it will reconcile such dummy invoices against the Self-Billing Invoices;
 - (e) to reconcile its accounts with any factoring company as may be applicable from time to time;
 - (f) to only submit a paper-copy Service Receipt where pre-agreed in writing with the Council;
 - (g) subject to (vi) above, to ensure the Application's Service Receipt submission system is used to capture all hours worked in the provision of the Services;
 - (h) to ensure that hours, hour types, rates and expenses are verified prior to submission of Service Receipts;
 - (i) to raise any discrepancies between a Self-Billing Invoice raised by the Council and invoicing data in its internal records within seven (7) days of its receipt of such Self-Billing Invoice;
 - (j) to notify the Council immediately if it changes its VAT registration number, ceases to be VAT registered or sells or otherwise disposes of all or part of its business;
 - (k) to respond to any request for confirmation of its VAT registration details within seven (7) days of receipt of the request.
- 3 The Service Provider agrees and acknowledges that:
 - (a) the Council's obligations under this Self-Billing Procedure may be carried out on its behalf via the Council's third-party payment agent, adam;
 - (b) where there is a material breach of paragraph 1 above, the Council may in its sole discretion delay processing payment of the Charges due to the Service Provider under the Self-Billing Invoice that the breach pertains to until or unless the breach is remedied.

- 4 The Service Provider warrants the accuracy of the information it completes and uploads within the Application including but not limited to the bank details it submits and undertakes to inform the Council immediately of any changes to this information.
- 5 The Council agrees:
- (a) to only raise a Self-Billing Invoice on behalf of the Service Provider once an appropriate Service Receipt has been created and agreed between the parties within the Application;
 - (b) wherever reasonably possible, to deliver a valid Self-Billing Invoice electronically to the Service Provider at regular (e.g. weekly or monthly) intervals;
 - (c) to include on each such invoice the Service Provider's name, address and VAT registration number, invoice total and details of applicable VAT at the prevailing rate;
 - (d) to inform the Service Provider of any relevant changes to the Council's VAT registration status and to agree a new Self-Billing Procedure with the Service Provider should this be necessary as a result.
- 6 The Council will not accept any liability for payment of any of the Service Provider's services where the Service Provider does not hold a valid signed/approved Service Receipt, as applicable, or where the Service Receipt has not been authorised via the Application's online Service Receipt system, SProc.Net, or such other application as directed by the Council from time to time.
- 7 For the avoidance of doubt, any payment properly due to the Service Provider will be made in accordance with the terms and conditions of this Supplier Agreement.
- 8 The parties shall, without limitation to the foregoing, comply at all times with all conditions imposed by HM Revenue and Customs in respect of self-billing invoicing procedures.
- 9 For the avoidance of doubt, this Self-Billing Procedure shall be conterminous with the duration of this Supplier Agreement but shall be subject to annual review by the parties.

Schedule 2

Sample Service Agreement

Service Agreement - # SAG5155 (Status: Active)



Service Agreement #: SAG5155
Service Template: Homes for Haringey
Supplier: 765 testing - 765 testing
Client: London Borough of Haringey - Parks and Leisure
Client Location: Alexandra House
Status: Active
Requirement #: RQ79838
Offer #: OF162977

Supplier Contact: HaringeyParks Supplier
Client Owner: Sarah Jones
Client Manager: Sarah Jones

Start Date: 15/05/2018
End Date:

This Service Agreement is subject to the terms and conditions of the Council's Supplier Agreement accepted by the supplier on Friday 12th April 2018 as supplemented by the further service details and the Pricing details set out respectively in the Requirement and the Offer referred to below.

Other Items

- Activity
- Documents 1
- Notifiers 1
- Rate Ranges 1
- Adjustment Receipt Approvals 1
- Report Map
- Subjective Codes 1
- Cost Codes 1
- Notes 1
- Permissions 1
- Receipt Approvals 1
- Receipt Questions 1
- Requirement Questions 1
- All Intermissions 1

Links

- Printable Detail

London Construction Programme on behalf of the London Borough of Haringey

Dynamic Purchasing System for construction related multi- disciplined professional services (DPS)

Service Category Disciplines and Summaries

Version Control

Version	Description	Date Issued
V1	Draft	

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Introduction

This document forms part of the Invitation to Participate and must be read in conjunction with all other documents.

This Procurement is for the establishment of a Dynamic Purchasing System for construction related multi-disciplined professional services for use by the London Construction Programmes current and future members and other Public Sector Contracting Bodies across the UK as set out in the OJEU notice. This document outlines the scope of the Requirements that Suppliers appointed to the DPS must be able to provide.

The DPS is divided into nineteen main Service Categories as detailed below:

1. Construction related Multi- Disciplinary Services
2. Construction Project Management Services
3. Highways and Transport Services
4. Public Realm and Landscape
5. Architectural Design Services
6. Mechanical & Electrical Services
7. Civil & Structural Engineering Services
8. Quantity Surveying Services
9. Building Surveying Services
10. Construction Health and Safety Advisor (CDM 2015)
11. BREEAM Assessors
12. Specialist Environmental Surveys
13. Asbestos Advisory Services and Surveys
14. Site Supervision/Clerk of Works for Construction Projects
15. Environmental, Sustainability & Waste
16. Fire Services
17. General Advice on Estates, Property and Housing Management
18. Ancillary Services
19. Security

This DPS is being established to provide public sector organisations with a compliant procurement route for their Construction and Development professional service's needs. The DPS is intended to provide for professional services for any size of project from small discrete works through to large-scale developments and therefore all Construction Related Service Organisations from SME's through to large Companies are encouraged to participate. The DPS is intended to cover all multi-disciplinary services required for construction and development work including but not limited to multi-disciplinary services required new build, demolition, renovation and refurbishment, extensions, conversions, repair and maintenance and property finance and sale.

The DPS is divided into Service Categories which outline the basis of characteristics of procurements that may be undertaken under the appropriate category.

When a Contracting Body has a specific requirement, it will issue a Call for Competition to all Service Provider admitted to the DPS within the relevant category, detailing the precise requirements. Service Providers are under no obligation to respond and can decide whether they wish to participate in each call for competition.

There is no guarantee that any Call-off Contracts will be placed under the DPS Supplier Agreement by any of the Contracting Bodies.

Scope of Works – All Lots

General Requirements

Best Practice

Suppliers admitted to the DPS are expected to demonstrate Best Practice at all times when appointed by members following a DPS call for competition (“Further Competition”).

Health and Safety

The Suppliers and all persons (including sub-Contractors) employed by them on the provision of construction related multi-disciplinary service shall comply fully with the Health and Safety at Work Act 1974 and all relevant Health and Safety legislation.

Construction (Design and Management) Regulations 2015 (CDMC 2015)

The Construction (Design & Management) Regulations (CDMC 2015) are the main set of regulations for managing the health, safety and welfare of construction projects. Suppliers are required to comply with the relevant legal Duties under CDMC 2015 as appropriate to their role and responsibilities within any Call-off Contract.

CDMC applies to all building and construction work and includes new build, demolition, refurbishment, extensions, conversions, repair and maintenance.

Suppliers providing services on **all projects** must:

- Make sure the client is aware of the client duties under Construction (Design and Management) Regulations 2015 before any work starts.
- Plan, manage and monitor all work carried out by themselves and their workers, considering the risks to anyone who might be affected by it (including members of the public) and the measures needed to protect them.
- Check that all workers they employ or appoint have the skills, knowledge, training and experience to carry out the work, or are in the process of obtaining them.
- Make sure that all workers under their control have a suitable, site-specific induction, unless this has already been provided by the principle Contractors.
- Provide appropriate supervision, information and instructions to workers under their control.
- Ensure they do not start work on site unless reasonable steps have been taken to prevent unauthorised access.
- Ensure suitable welfare facilities are provided from the start for workers under their control and maintain them throughout the work.
- Carry out regular health and safety audits/inspections. Reports detailing the findings shall be forwarded electronically to the CDMC and/or Principal Designer and shall be included within the Contractors monthly report for discussion at project meetings.

In addition to the above responsibilities, Suppliers working on **projects involving multiple disciplines** must:

- Coordinate their work with the work of others in the project team.
- Comply with directions given by the principal designer or principal Contractor.
- Comply with parts of the construction phase plan relevant to their work.

Risk Management

Suppliers need to manage the risks associated with carrying out the construction related services for works described in the scope of requirements effectively. Suppliers are required to integrate good practice into their day-to-day operations. BS ISO 31000 is the international standard for Risk Management providing comprehensive principles and guidelines to help organisations with their risk analysis and risk assessments.

Minimum Qualifications

Suppliers must ensure that their work force have the necessary qualifications and holds any relevant certification that demonstrates their ability to undertake tasks in their profession.

Equivalent qualifications are acceptable, but the Suppliers must be able to provide justification and evidence that the alternative proposed qualification and experience meets the requirement detailed.

Note that contracting bodies may choose to validate during Further Competition the minimum qualifications of directly employed employees (and where appropriate Sub-Contractors) identified to provide services on specific call off contracts.

Suppliers are encouraged to hold certification, trade body membership and/or third-party accreditations that demonstrates the capability of the work they are undertaking.

Regulations and Standards

Suppliers must comply with all Legislation and any other general or specific regulations and/or law that applies to the construction industry or trade as may be updated from time to time.

It is desirable that Suppliers hold accreditations to the relevant standards appropriate to the Service Categories including but not limited to:

- ISO 9000 family - Quality Management Systems
- ISO 14000 family - Environmental management
- OHSAS 18001 - Health & Safety Management
- ISO 45001 – Occupational health & safety

However, LCP Members can ask for additional certifications applicable to the scope of works at the Call Off stage.

Planning Requirements

Ensure all Planning requirements are met and complied with as required.

Standard Forms of Contract

Standard forms of appointment for consultants are available and can be used by the LCP Member, a range of which are listed below but which may be substituted for an LCP Members own depending of the Service of Requirements of the public sector body.

- ACA SFA 2010 :ACA Standard Form of Agreement for the Appointment of an Architect
- RICS Standard Form of Consultants appointment
- B103 –Appointment of a Structural Engineer
- B100- Appointment of Professional Consultant
- NEC Professional Services Contract
- RIBA Standard Agreement 2010-Consultant
- CIC conditions of contract for appointment of consultants on major building projects
- ACE Agreements
- SCALA (Society of Chief Architects of Local Authorities)
- JCT Pre Construction Services Agreement
- JCT Consultancy Agreement
- NEC Consultancy Agreement
- Any bespoke Consultancy Agreement.

Ancillary Services

This service category provides for various ancillary skills that do not naturally fall under any of the preceding service categories.

Architectural Services for outdoor area
Office support services
Interior Design Services
Landscape Architecture Services
Artificial and natural lighting engineering services for buildings
Transport systems consultancy services
Energy and related services
Urban planning services
Authorising Engineers and Regulatory Consultancy
Computer Graphics & Modelling
Educational, Scientific, Information Services

Architectural Design Services

This service category provides for all skills related to and required by a project at the design phase.

Work under this service category may include but is not limited to: Interpretation of the client project brief, feasibility and options appraisals, concept design, master planning, production of feasibility stage drawings and renders, building information modelling (BIM), interior design, health and safety consultancy, production of tender stage drawings, production of engineering drawings, production of variation drawings as required during construction phase, production of as-built drawings post-construction.

Architectural and related services
Architectural Construction Engineering Services
Architectural Design Services
Landscape Architectural Services
Architectural Services for Buildings
Acoustic Consultant Services
Client design advice services
Furniture, fixtures and equipment consulting services
Information and communications technology consulting services
Interior design services
Lighting design services
Security consultant services
Structural waterproofing consultant services
Acoustics engineer services
3D modelling services
Record drawing services
Interior Design and Artwork Services
Modelling and Mock-up services

Asbestos Advisory Services and Surveys

This service category provides for all skills related to asbestos surveys, for both existing buildings and sites.

Work under this service category may include but is not limited to: Asbestos assessment services, asbestos abatement advice, asbestos removal works, asbestos training

Building fabric consultancy services

BREEAM Assessors

This service category provides for all skills related to BREEAM assessors, for the assessment of both existing buildings and projects in design.

Work under this service category may include but is not limited to: Design assessment, materials assessment, environmental impact assessment, existing building assessment

Environmental issues consultancy services
Environmental assessments services

Building Surveying Services

This service category provides for all skills related to building surveying, from project consultation to handover.

Work under this service category may include but is not limited to: Condition surveys, feasibility studies, new building design, building refurbishment design and specification, acquisition surveys, dilapidation surveys, legal oversight and compliance, employers agent duties, contract administration

Building surveying services
Building Inspection Services
Quantity Surveying Services
Building inspections services (for building regulations approval)
Party wall surveyor services
Rights of light surveyor services
Thermal modelling services
Insurance claims consultancy services
Planning appeals
Building Control Submissions
Crack Monitoring

Civil and Structural Engineering Services

This service category provides for all skills related to and required to design and oversee structural and civil engineering elements of a construction project.

Work under this service category may include but is not limited to: Structural surveys, load assessments, materials testing (both existing and proposed), material specifications, tender preparation, technical feasibility studies, develop detailed design of structural/civil work elements

Structural Engineering consultancy services
Civil Engineering Consultancy Services
Demolition consulting services
Drainage Engineer consultancy services

Construction Health and Safety Advisor (CDM 2015) Services

This service category provides for all skills related to construction health and safety services, from project consultation to handover.

Work under this service category may include but is not limited to: health and safety documentation, health and safety assessments, method statements, risk assessments, site inspection, HSE legislation advice, condition surveys, feasibility studies, new building design, building refurbishment design and specification, acquisition surveys, dilapidation surveys, legal oversight and compliance, employers agent duties, contract administration

Health & Safety Services
Building Surveying Services

Construction Project Management Services

This service category provides services specifically for the construction phase of projects, with client side disciplines represented.

Work under this service category may include but is not limited to: Project planning, programme management, feasibility studies, planning and building control advice, specialist design services, site assessments including site/ground investigations, setting out inspection, materials quality inspection, staged inspection and payment authorisation, design and specifications, master planning, tendering, value engineering, contract administration, supply chain management and stakeholder management, construction quality supervision, project budget supervision and management, handover management.

Construction Project Management Services
Clerk of Works
Construction Management
Health & Safety Services
Quantity Surveying Services
Employers Agent
Clients representative services
Management contracting services
Planning consultant services
Programme consultant services
Specification writing services

Construction Related Multi-Disciplinary Services

This service category provides senior level construction related multi-disciplinary services, for use on projects where a full range of expertise is required. The range of skills available in this service category allows comprehensive oversight of a project from initial consultation through to handover, with architectural, design, management, health and safety, engineering and quantity surveying services amongst those represented.

The use of a multi-disciplinary team on complex projects allows the development of holistic solutions through utilising combined skills where engagement as a series of individual teams would be less efficient in terms of time and cost.

The size of scope of projects will vary from small scale through to major sites, with associated variations in project complexity and value.

Work under this service category may include but is not limited to: Civil engineering, structural engineering, building services engineering, bid writing services, quantity surveyor services, programme manager services, lead consultant services, sustainability consultant, architectural design, landscape architecture, clerk of works, building surveying, estate management, asbestos consultancy, water safety consultancy – including legionella, sports and leisure, healthcare.

Construction Project Management Services
Architectural Construction Engineering Services
Architectural Design Services
Architectural and related services
Landscape Architectural Services
Architectural Services for Buildings
Determining and Listing of quantities in Construction
Structural Engineering Services
Civil Engineering Consultancy Services
Engineering Design Services for M&E installation for buildings
Building Services
Clerk of Works
Construction Management
Health & Safety
Quantity Surveying Services
Employers Agent
Topographical Services
Master planning services

Environment, Sustainability and Waste

This service category provides for all skills related to environmental, sustainability and waste for construction projects.

Work under this service category may include but is not limited to: Site surveys, materials sampling, design assessments, sustainability assessments, waste management plans, risk assessments, site surveying

Environmental issues consultancy services
Geotechnical engineering services

Fire Services

This service category provides for all skills related to fire prevention and consultancy, both for existing and proposed sites.
Work under this service category may include but is not limited to: Risk assessments, materials testing, risk assessments, fire alarm specification, fire evacuation plans

Fire prevention services
Fire and explosion protection and control consultancy services
Fire engineering consultant services
Lightning Protection consultant services

General Advice on Estates and Property Management

This service category provides for all skills related to estate and building management, including sales and development advice for undeveloped sites and existing properties. Work under this service category may include but is not limited to: Strategic property advice, acquisitions and sales, acquisition surveys, dilapidations surveys, rent reviews and advice, lease negotiations, agreements and renewals, property portfolio advice, business case preparation

Real estate services with own property
Development services of real estate
Development of residential real estate
Development of non-residential real estate
Buying and selling of real estate
Building sale or purchase services
Building sale services
Building purchase services
Land sale or purchase services
Land sale services
Vacant-land sale services
Land purchase services
Vacant-land purchase services
Sale of real estate
Sale of residential real estate
Sale of non-residential estate
Letting services of own property
Renting or leasing services of own property
Residential property renting or leasing services
Non-residential property renting or leasing services
Real estate agency services on a fee or contract basis
Building rental or sale services
Residential building rental or sale services
Land rental or sale services
Land rental services
Vacant-land rental or sale services
Property management services of real estate on a fee or contract basis
Residential property services
Institution management services
Non-residential property services
Land management services
Commercial property management services
Industrial property services
Housing services
Energy-efficiency consultancy services
Building-fabric consultancy services
Building consultancy services
Building services consultancy services

Building surveying services
Building-inspection services
Fire and explosion protection and control consultancy services
Health and safety consultancy services
Quantity surveying services
Technical analysis or consultancy services
Consulting services for water-supply and waste consultancy
Administrative development project services
Sales and purchases recording services
Performance review services
Advertising and marketing services
Auction services
Procurement consultancy services
Evaluation consultancy services
Project-management services other than for construction work
Design support services
Contract administration services
Environmental standards other than for construction
Environmental indicators analysis other than for construction
Environmental monitoring other than for construction
Urban environmental development planning
Consulting services for water-supply and waste-water other than for construction
Residential property services
Commercial property management services
Real estate services with own property
Building sale or purchase services
Fire and explosion protection and control consultancy services
Corporate environmental auditing services
Letting services of own property
Land rental or sale services
Building consultancy services
Building surveying services
Facilities management
Post-occupancy evaluation services

Highways and Transport Services

This service category provides for all skills related to and required by a highway or transport services project, from consultancy through to handover.

Work under this service category may include but is not limited to: Pre-construction and project management, design planning and estimating, site establishment and preparation works, site surveying including environmental surveying, design including structural design, project management and delivery, traffic modelling

Consultative engineering and construction services
Civil engineering consultancy services
Engineering design services for the construction of civil engineering work
Environmental engineering consultancy services
Structural Engineering Services
Urban planning and landscape architectural services
Construction Project Management Services
Health & Safety
Quantity Surveying Services
Determining and Listing of quantities in Construction
Topographical Services
Health & Safety Services
Building Surveying Services
Construction site supervision services
Clerk of Works
Transport / Traffic engineer consultant services
Highways, fencing and gates design services

Mechanical and Electrical Services

This service category provides for all skills related to and required to design mechanical and electrical services for new buildings or changes to existing buildings

Work under this service category may include but is not limited to: Feasibility studies and options appraisals, energy assessments, mechanical design, electrical design, fire alarm and suppression equipment feasibility assessment, lift maintenance

Engineering Design Services for M&E installation for buildings
Services engineer
Access Consultant
Consulting Engineer
Information and communications technology consulting services
Acoustics engineer services
Connections to statutory utilities consulting
Lift engineer services
Vibration Control consultant services

Public Realm and Landscape

This service category provides for all skills related to and required by a public realm or landscape project, from consultancy through to handover.

Work under this service category may include but is not limited to: Site surveying, landscape, site layouts and ergonomics, engineering and structural design for both urban and rural spaces, management and maintenance schedules, quantity surveying and architectural services for historic/listed buildings.

Architectural Services for Buildings including Historic/Listed Buildings
Landscape Architectural Services
Interior Design Services
Computer Graphics & Modelling
Quantity Surveying Services
Engineering Design Services for M&E installation for buildings
Structural Engineering consultancy services
Civil Engineering Consultancy Services
Urban planning services
Waste Management Consultant services

Quantity Surveying Services

This service category provides for all skills related to quantity surveying, from project consultation to handover.

Work under this service category may include but is not limited to: Tender preparation, tender assessment, material price forecasting, options appraisals, value engineering, track and cost design changes, valuation of work completed on site, cost consulting

Quantity Surveying Services
Determining and Listing of quantities in Construction
Cost Consultant Services

Security

This Service Category provides for all skills related to Security, including but not limited to the Service Templates below:

Anti-Social behaviour
Close protection officers
Dog security
Event security
Fire and safety
Key holding
Locking / unlocking
Manned guarding services
Mobile visits / patrols / vacant properties
Monitoring and response security
Multiple security services
Reception and Concierge
Security Miscellaneous
Training

Site Supervisor/Clerk of Works for Construction Projects

This service category provides for all skills related to site supervision and clerk of works disciplines, for construction projects.

Work under this service category may include but is not limited to: Site supervision, health and safety supervision, materials inspections, quality inspections, progress monitoring, sampling and testing,

Construction site supervision services
Clerk of Works
Client's representative services
Contract administrator services
Employers BIM advisor services

Specialist Environmental Surveys

This service category provides for all skills related to specialist environmental surveys, for both existing buildings and sites.

Work under this service category may include but is not limited to: Map production, condition surveying, staged condition surveying, 3D modelling, animated videos, site investigations, utility studies, ground investigations, site stability assessments, site conditions risk assessments.

Topographical Services
Geotechnical engineering services
Archaeologist services
Chartered environmentalist services
Ecologist services
Environmental consultant services

Signature page to the Supplier Agreement between The Mayor and Burgesses of the London Borough of Haringey and The Service Provider.

Signed by [•])
for and on behalf of [•])

Signed by [•])