BROADS AUTHORITY

SUPPLY OF SERVICES CONTRACT

CONTRACT DETAILS

DATE: [INSERT DATE when parties sign]

Contract Number	[342]
Customer:	THE BROADS AUTHORITY **("the Authority")**
Authority's address:	Yare House, 62-64 Thorpe Road, Norwich, NR1 1RY
Authority's Authorised Representative:	Name: [Adrian Stevens] Title: [Maintenance Manager] Email: [adrian.stevens@broads-authority.gov.uk] Telephone: [07884490811] Postal Address: [Yare House, 62 – 64 Thorpe Road, Norwich, NR1 1RY]
Supplier:	[COMPANY NAME] LIMITED (No. [NUMBER]) **("the Supplier")**
Supplier's address:	[ADDRESS] ***[For companies this is the office registered at Companies House and should include the Company Registration Number]***
Supplier's VAT number:	[NUMBER]
Supplier's Authorised Representative:	Name: [NAME] Title: [TITLE] Email: [EMAIL] Telephone: [NUMBER]

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	Postal Address: [POSTAL ADDRESS]
Commencement Date:	[[DATE] OR The date the Contract is entered into by the parties.]
End Date:	[[DATE]
Services:	[The works comprise the replacement of existing 52 Rolec electric charging pedestals (decommissioning and removal) with new Meter MACS Pedestals across 21 locations, together with associated installation of concrete plinths, mounting brackets, electrical testing, commissioning, and ground reinstatement works], as further detailed in Schedule 1.
Key Deliverables:	[Prepare timetable of works for each location. Removal of existing pedestals and install Meter MACS, together with associated installation of concrete plinths, mounting brackets, electrical testing, commissioning, and ground reinstatement works], as further detailed in Schedule 1.
Charges:	[SUMS], as further detailed in Schedule 2
Special terms:	Where these Special Terms contradict the Conditions the Special Terms shall apply: [In the Conditions: [(a) Clause [NUMBER] deleted: The entire text of clause [NUMBER] is deleted and replaced with the words “Not used”.] [(b) Clause [NUMBER] added: This clause is inserted into the Conditions: [NEW CLAUSE].] [c) Clause [NUMBER] amended: This clause is amended to read as follows: [AMENDED CLAUSE IN FULL].]]
Schedules:	Schedule 1: Specification Schedule 2: Charges and payment Schedule 3: Key Personnel Schedule 4: Mandatory Policies Schedule 5: Commercially Sensitive Information

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	~~Schedule 6: Data Processing~~ – **NOT USED** Schedule 7: Supplier's Quote/Tender

1. This Contract is made up of the following:

(a) The Contract Details

(b) The Conditions

(c) The Mandatory Policies; [and]

(d) The Schedules specified in the Contract Details [excluding Schedule 7 Supplier's Quote Tender]; and.

[(e) Schedule 7 Supplier's Quote/Tender]

2. If there is any conflict or ambiguity between the terms of the documents listed in paragraph 1, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

This Contract has been entered into on the date stated at the beginning of it.

Signed by [NAME] [JOB TITLE}	.....
for and on behalf of BROADS AUTHORITY	Authorised Signatory
Signed by [NAME OF DIRECTOR]	.....
for and on behalf of [NAME OF THE SUPPLIER]	Director

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CONDITIONS

1. **DEFINITIONS AND INTERPRETATION**

1.1 The following definitions and rules of interpretation in this clause apply throughout this Contract.

Authority Materials	all materials, plant, equipment and tools, drawings, specifications and data owned or held by the Authority provided by the Authority to the Supplier for use in providing the Services.
Authorised Representatives	the persons respectively designated as such by the Authority and the Supplier, the first such persons being set out in the Conditions and Schedule 3.
Achieved KPIs	in respect of any Service in any measurement period, the standard of performance actually achieved by the Supplier in the provision of that Service in the measurement period in question (calculated and expressed in the same way as the KPI for that Service is calculated and expressed in Schedule 1
Bribery Act	the Bribery Act 2010 together with any guidance or codes of practice issued by the relevant government department concerning the legislation.
Business Day	Monday to Friday, excluding any public holidays in England and Wales.
Catastrophic Failure	any action by the Supplier, whether in relation to the Services and this Contract or otherwise, which in the reasonable opinion of the Authority's Authorised Representative has or may cause significant harm to the reputation of the Authority;
Charges	the charges which shall become due and payable by the Authority to the Supplier in respect of the Services in accordance with the provisions of this Contract, as such charges are set out in Schedule 2.
Commencement Date	As defined in the Contract Details.

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Commercially Sensitive Information	the information listed in Schedule 5 comprising the information of a commercially sensitive nature relating to the Supplier, its Intellectual Property Rights or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss.
Confidential Information	means all confidential information (however recorded or preserved) disclosed by a party or its Representatives to the other party and that party's Representatives in connection with this Contract, including but not limited to: (a) any information that would be regarded as confidential by a reasonable business person relating to: (i) the business, affairs, customers, suppliers or plans of the disclosing party; and (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party; (b) any information developed by the parties in the course of carrying out this Contract; (c) Personal Data; (d) any Commercially Sensitive Information.
Connected Person	has the meaning given in paragraph 45, Part 3, Schedule 6 of Procurement Act 2023.
Consistent Failure	means: (a) the Supplier repeatedly breaching any of the terms of this Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Contract, and/or (b) the Authority serving [three] Remediation Notices in rolling [three] [MONTH] period
Contract	the contract between the Authority and the Supplier for the supply of the Services in accordance with the

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	Contract Details, the Mandatory Policies, these Conditions and any Schedules.
Control	has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **change of control** shall be construed accordingly.
Controller	as defined in the Data Protection Legislation.
Data Protection Legislation	all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (*SI 2003/2426*) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party..
Data Subject	as defined in the Data Protection Legislation.
Debarment List	the list of suppliers referred to in section 62 of the Procurement Act 2023.
Default	any breach of the obligations of the relevant party (including abandonment of this Contract in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence of statement: (a) in the case of the Authority, of its employees, servants, agents; (b) in the case of the Supplier, of its Sub-contractors or any Supplier Personnel, in connection with or in relation to this Contract and in respect of which such party is liable to the other.
Default Notice	as defined in clause 4.3
Defect Period	the period starting on the date the Services (or, where applicable, the relevant part of the Services) are

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completed and ending after the duration stated in clause 4.6.1

Deliverables all documents, products and materials developed by the Supplier or its agents, subcontractors and personnel as part of or in relation to the Services in any form, including without limitation computer programs, data, reports and specifications (including drafts), and the Key Deliverables set out in the Contract Details and Specification.

EIRs the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

Extension period shall have the meaning given to it in clause 3.1.

FOIA the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

Force Majeure any circumstance not within a party's reasonable control including, without limitation:

(a) acts of God, flood, drought, earthquake or other natural disaster;

(b) epidemic or pandemic;

(c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

(d) nuclear, chemical or biological contamination or sonic boom;

(e) any law or action taken by a government or public authority, including without limitation

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imposing an export or import restriction, quota or prohibition;

(f) collapse of buildings, fire, explosion or accident; and

any labour or trade dispute, strikes, industrial action or lockouts (excluding any labour or trade dispute, strike, industrial action or lockout confined to the Supplier's workforce or the workforce of any Subcontractor of the Supplier).

Health and Safety Policy the health and safety policy of the Authority as provided to the Supplier on or before the Commencement Date and as subsequently provided to the Supplier from time to time except any provision of any such subsequently provided policy that cannot be reasonably reconciled to ensuring compliance with applicable Law regarding health and safety.

Information has the meaning given under section 84 of FOIA.

Initial Term the period commencing on the Commencement Date and ending at 23.59 on the day before the [First] anniversary of the Commencement Date.

Insolvency Event where:

(a) the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 **OR** (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 **OR** (being a partnership) has any partner to whom any of the foregoing apply;

(b) the Supplier commences negotiations with all or any class of its creditors with a view to

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rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of that other party;

(c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier (being a company, limited liability partnership or partnership) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

(d) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Supplier (being a company);

(e) the holder of a qualifying floating charge over the assets of the Supplier (being a company) has become entitled to appoint or has appointed an administrative receiver;

(f) a person becomes entitled to appoint a receiver over the assets of the Supplier or a receiver is appointed over the assets of the Supplier;

(g) the Supplier (being an individual) is the subject of a bankruptcy petition or order;

(h) a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;

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	(i) any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in (a) to (h) (inclusive); (j) the Supplier suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; (k) the Supplier (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.
Intellectual Property Rights	patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
Key Deliverables	those set out in Schedule 1
KPIs	(if applicable) the key performance indicators for all and each part of the Services as specified in Schedule 1.
Key Personnel	those personnel identified Schedule 3 for the roles attributed to such personnel, as modified pursuant to clause 10.
Law	means any legal provision the Supplier must comply with including any law, statute, subordinate legislation within the meaning of section 21(1) of the

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	Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body, whether in the UK or elsewhere.
Mandatory Policies	the Authority's mandatory policies for contracts set out in Schedule 4, as amended by notification to the Supplier from time to time.
Necessary Consents	all approvals, certificates, authorisations, permissions, licences, permits, regulations and consents necessary from time to time for the performance of the Services.
Payment Plan	the plan for payment of the Charges as set out in Schedule 2.
Personal Data	as defined in the Data Protection Legislation.
Processor	as defined in the Data Protection Legislation.
Prohibited Act	the following constitute Prohibited Acts: (a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage as an inducement or reward for any improper performance of a relevant function of activity; (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Contract; (c) committing any offence: (i) under the Bribery Act; (ii) under legislation or common law concerning fraudulent acts; or (iii) of defrauding, attempting to defraud or conspiring to defraud the Authority; any activity, practice or conduct which would constitute one of the offences listed under (c) above,

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	if such activity, practice or conduct had been carried out in the UK.
Regulated Activity	in relation to children shall have the same meaning as set out in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006 and in relation to vulnerable adults shall have the same meaning as set out in Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006.
Regulated Activity Provider	shall have the same meaning as set out in section 6 of the Safeguarding Vulnerable Groups Act 2006.
Relevant Requirements	all applicable law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010.
Remediation Notice	a notice served by in accordance with clause 25.2.1
Representatives	means, in relation to a party, its employees, officers, representatives and advisors.
Request for Information	a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the EIRs.
Services	the services to be delivered by or on behalf of the Supplier under this Contract, as more particularly described in Schedule 1.
Supplier Personnel	all employees, staff, other workers, agents and consultants of the Supplier and of any Sub-Contractors who are engaged in the provision of the Services from time to time.
Supplier's Quote/Tender	the quote/tender submitted by the Supplier and other associated documentation [set out in Schedule [7]].
Sub-Contract	any contract or agreement, or proposed contract or agreement, between the Supplier and a third party/parties at any stage of remoteness from the Authority in a subcontracting chain pursuant to which

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	that third party/parties agrees to provide to the Supplier the Services or any part of the Services.
Sub-Contractor	the third parties that enter into a Sub-Contract with the Supplier.
Target KPI	the minimum level of performance for a KPI which is required by the Authority as set out against the relevant KPI in Schedule 1.
Term	the period of the Initial Term as may be varied by: (a) any Extension Period; or (b) the earlier termination of this Contract in accordance with its terms.
Termination Date	the date of expiry or termination of this Contract.
Termination Payment Default	is defined in Schedule 2.
TUPE	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (*SI 2006/246*).
UK GDPR	has the meaning given in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.
Working Hours	the period from 9.00 am to 5.00pm on any Business Day.

1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Contract.

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 The schedules form part of this Contract and shall have effect as if set out in full in the body of this Contract and any reference to this Contract includes the schedules.

1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

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1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and includes any subordinate legislation for the time being in force made under it.

1.9 Unless the context otherwise requires, any reference to European Union law that is directly applicable or directly effective in the UK at any time is a reference to it as it applies in England and Wales from time to time including as retained, amended, extended or re-enacted on or after exit day.

1.10 A reference to **writing** or **written** includes e-mail.

1.11 Any obligation in this Contract on a person not to do something includes an obligation not to agree or allow that thing to be done.

1.12 A reference in this Contract to any other agreement or a document is a reference to such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this Contract) from time to time.

2. COMMENCEMENT AND TERM

2.1 This Contract shall take effect on the Commencement Date and shall continue for the Term.

3. EXTENDING THE INITIAL TERM

3.1 The Authority may extend this Contract beyond the Initial Term by a further period or periods of up to [SIX] [MONTHS] (each such extension together with any such extensions, being the "**Extension Period**"). If the Authority wishes to extend this Contract, it shall give the Supplier at least [TWO] [WEEKS] written notice of such intention before the expiry of the Initial Term or Extension Period.

3.2 If the Authority gives such notice then the Term shall be extended by the period set out in the notice.

3.3 If the Authority does not wish to extend this Contract beyond the Initial Term this Contract shall terminate on the expiry of the Initial Term and the provisions of clause 28 shall apply.

4. SUPPLY OF SERVICES

4.1 The Supplier shall provide the Services to the Authority with effect from the Commencement Date and for the duration of this Contract in accordance with the provisions of this Contract, including without limitation Schedule 1.

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4.2 In providing the Services the Supplier shall:

4.2.1 meet, and time is of the essence as to, any performance dates specified in Schedule 1;

4.2.2 appoint, or at the written request of the Authority replace without delay, a Supplier's Authorised Representative who shall have the authority to contractually bind the Supplier on all matters relating to the Services;

4.2.3 ensure that the Services and Deliverables shall conform in all respects with the description set out in Schedule 1 and that the Deliverables shall be fit for any purpose that the Authority expressly or impliedly makes known to the Supplier;

4.2.4 provide all equipment, tools, vehicles and other items required to provide the Services;

4.2.5 ensure that the Deliverables, and all goods, materials, standards and techniques used in providing the Services are of the best quality and are free from defects in workmanship, installation and design;

4.2.6 not do or omit to do anything which may cause the Authority to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business;

4.2.7 notify the Authority immediately upon the occurrence of a change of control of the Supplier.

4.3 In the event that the Supplier does not comply with the provisions of clause 4.1 in any way, the Authority may serve the Supplier with a notice in writing setting out the details of the Supplier's default (a **Default Notice**).

4.4 Title to any Deliverables that are goods or in any physical media on which Deliverables are stored and title to any goods or materials transferred to the Authority as part of the Services shall pass to the Authority on the earlier of their delivery to the Authority or payment of the Charges for them. The Supplier transfers the Deliverables and all such goods and materials to the Authority free from all liens, charges and encumbrances.

4.5 All Authority Materials are the exclusive property of the Authority.

4.6 Defect Period

4.6.1 The Supplier shall, at its own cost, make good any Defect in the Services or Deliverables which is notified to it in writing by the Authority during the

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Defect Period, which will last for [TWELVE] [months] following completion of the specified works (or completion of a defined element of the specified works)

4.6.2 A notice under clause 4.3.1 shall describe the Defect in reasonable detail and, where practicable, the Authority's required timeframe for making it good. The Supplier shall, within [5] Business Days of receipt, confirm in writing its proposed remedial action and programme.

4.6.3 If the Supplier fails to commence or diligently carry out the remedial action within a reasonable time (having regard to the nature of the Defect and any safety or operational implications), the Authority may (without prejudice to any other rights or remedies) carry out, or procure a third party to carry out, such remedial works as are reasonably necessary and recover the reasonable costs incurred from the Supplier as a debt.

4.6.4 In this clause, Defect means any defect, fault, deficiency, failure or other non-conformance in the Services or Deliverables resulting from (or contributed to by) any act or omission of the Supplier, including defective workmanship, materials, installation or design, and/or failure to comply with this Contract. The obligations in this clause 4.3 are in addition to (and do not limit) any warranties, indemnities, or other rights and remedies of the Authority under this Contract or at law.

5. SERVICE STANDARDS

5.1 The Supplier shall provide the Services, or procure that they are provided:

5.1.1 with reasonable skill and care and diligence in accordance with best practice in the Supplier's industry, profession or trade;

5.1.2 in all respects in accordance with the Authority's policies and any other relevant industry standards, British Standards and codes of practice in force at the date of this Contract set out in Schedule 14; and

5.1.3 in accordance with all applicable Law and the Mandatory Policies.

5.2 In providing the Services the Supplier shall co-operate with the Authority in all matters relating to the Services and comply with all reasonable instructions of the Authority.

5.3 The Supplier:

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5.3.1 warrants and represents that all information and statements made by the Supplier as a part of the procurement process, including without limitation the Supplier's Tender or response to any request to participate (as applicable) are true, accurate and not misleading, save as may have been specifically disclosed in writing to the Authority prior to execution of this Contract; and

5.3.2 shall promptly notify the Authority in writing if it becomes aware during the performance of this Contract of any inaccuracies in any information provided to it by the Authority during such due diligence which materially and adversely affects its ability to perform the Services or meet any Target KPIs; and

5.3.3 shall promptly notify the Authority in writing if, during the Term:

5.3.3.1 the Supplier, the Supplier's Connected Persons or any Sub-Contractor is placed on the Debarment List;

5.3.3.2 a mandatory exclusion ground or discretionary exclusion ground applies to the Supplier, the Supplier's Connected Persons or any Sub-Contractor; and

5.3.4 shall promptly notify the Authority in writing within [seven] days of any changes to the Supplier's Connected Persons together with information regarding the identity of the new Connected Persons.

6. COMPLIANCE

6.1 The Supplier shall ensure that all Necessary Consents are in place to provide the Services and the Authority shall not (unless otherwise agreed in writing) incur any additional costs associated with obtaining, maintaining or complying with the same.

6.2 Where there is any conflict or inconsistency between the provisions of this Contract and the requirements of a Necessary Consent, then the latter shall prevail, provided that the Supplier has made all reasonable attempts to obtain a Necessary Consent in line with the requirements of the Services and the Supplier has notified the Authority in writing.

6.3 The Supplier shall (and shall procure that the Supplier Personnel shall) perform its obligations under this Contract (including those in relation to the Services) in accordance with:

6.3.1 all applicable Law regarding health and safety; and

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6.3.2 the Health and Safety Policy and any other reasonable security requirements that apply whilst at the Authority's premises.

6.4 Without limiting the general obligation set out in clause 6, the Supplier shall (and shall procure that the Supplier Personnel shall):

6.4.1 perform its obligations under this Contract (including those in relation to the Services) in accordance with:

6.4.1.1 all applicable equality law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise);

6.4.1.2 the Authority's equality and diversity policy as provided to the Supplier from time to time;

6.4.1.3 any other requirements and instructions which the Authority reasonably imposes in connection with any equality obligations imposed on the Authority at any time under applicable equality law;

6.4.1.4 the Bribery Act.

6.4.2 take all necessary steps, and inform the Authority of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation); and

6.4.3 at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Contract. The Supplier shall also undertake, or refrain from undertaking, such acts as the Authority requests so as to enable the Authority to comply with its obligations under the Human Rights Act 1998.

7. AUTHORITY'S PREMISES AND ASSETS

7.1 The Authority shall, subject to clause 6 and clause 10 provide the Supplier (and its Sub-Contractors) with access to such parts of the Authority's premises as the Supplier reasonably requires for the purposes only of providing the Services. The Supplier's right of access will terminate upon termination of this Contract, subject to clause 7.2.

7.2 Subject to the requirements of clause 29, in the event of the expiry or termination of the Contract, the Authority shall on reasonable notice provide the Supplier with such access as the Supplier reasonably requires to the Authority's premises to remove any

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of the Supplier's equipment. All such equipment shall be promptly removed by the Supplier.

7.3 The Supplier shall ensure that:

7.3.1 where using the Authority's premises and any Authority Materials they are kept properly secure and it will comply and cooperate with the Authority's security requirements from time to time regarding the security of the same;

7.3.2 only those of the Supplier Personnel that are duly authorised to enter upon the Authority's premises for the purposes of providing the Services, do so;

7.3.3 any Authority Materials used by the Supplier are maintained (or restored at the end of the Term) in the same or similar condition as at the Commencement Date (fair wear and tear excepted) and are not removed from Authority premises unless expressly permitted under this Contract or by the Authority's Authorised Representative; and

7.3.4 any Authority Materials are used with all reasonable care and skill and in accordance with any manufacturer guidelines or instructions.

7.4 The Authority shall maintain and repair the Authority Materials, however, where such maintenance or repair arises directly from the act, omission, default or negligence of the Supplier or its Representatives (fair wear and tear excluded) the costs incurred by the Authority in maintaining and repairing the same shall be recoverable from the Supplier as a debt.

7.5 The Supplier shall:

7.5.1 notify the Authority immediately on becoming aware of any damage caused by the Supplier, its agents, employees or Sub-Contractors to any property of the Authority, to any of the Authority's premises or to any property of any other recipient of the Services in the course of providing the Services; and

7.5.2 indemnify the Authority against all and any damage to the Authority premises and the Authority Materials caused by the same.

8. PAYMENT

8.1 In consideration of the provision of the Services by the Supplier in accordance with the terms and conditions of this Contract, the Authority shall pay the Charges to the Supplier [in accordance with the Payment Plan].

8.2 Unless otherwise stated in Schedule 2, the Charges:

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8.2.1 Shall remain fixed during the Term; and

8.2.2 is the entire price payable by the Authority to the Supplier in respect of the Services and includes, without limitation, any royalties, licence fees, supplies and all consumables used by the Supplier, travel costs, accommodation expenses and the cost of Supplier Personnel.

8.3 The Supplier shall invoice the Authority for payment of the Charges at the time the Charges are expressed to be payable in accordance with Schedule 2. All invoices shall:

8.3.1 be directed to the Authority's Authorised Representative;

8.3.2 unless an electronic invoice pursuant to clause 8.4, contain the date of the Order, the invoice number, the Contract Number, a valid Authority purchase order number, the Supplier's VAT registration number, and any such information as required by the Authority from time to time.

8.4 The Authority shall accept and process for payment any electronic invoice submitted by the Supplier provided that it is undisputed and in a form that complies with the standard for electronic invoicing approved and issued by the British Standards Institution from time to time.

8.5 Where the Supplier submits an invoice to the Authority in accordance with clause 8.3, the Authority shall:

8.5.1 consider and verify the invoice without undue delay;

8.5.2 notify the Supplier promptly if it disputes the invoice or does not consider it to be valid within the meaning of 8.6;

8.5.3 where the invoice is valid and to the extent that it is not disputed, pay the Supplier any sums due under the invoice within 30 days of:

8.5.3.1 the date on which the invoice is regarded as valid and undisputed by the Authority; or, if later

8.5.3.2 the due date as stated on the invoice

8.6 For the purposes of clause 8.5:

8.6.1 an invoice is valid if either:

8.6.1.1 it is an electronic invoice in the form required by clause 8.4; or

8.6.1.2 it contains the information required under clause 8.3.2

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8.6.2 an invoice from the Supplier shall be regarded by the Authority as not disputed where the Authority fails to verify it without undue delay and in any event within [seven] days of receipt from the Supplier.

8.7 Where the Supplier enters into a Sub-Contract, the Supplier shall include in that Sub-Contract:

8.7.1 provisions having the same effect as clause 8.5, clause 8.6.1.2 and clause 8.6.2 of this Contract; and

8.7.2 a provision requiring the counterparty to that Sub-Contract to include in any subcontract which it awards provisions having the same effect as clause 8.5, 8.6.1.2, 8.6.2 and 8.7 of this Contract.

8.8 Payment shall be made by automated bank transfer to the bank account nominated in writing by the Supplier.

8.9 Where any party disputes any sum to be paid by it then a payment equal to the sum not in dispute shall be paid and the dispute as to the sum that remains unpaid shall be determined in accordance with clause 15**Error! Reference source not found.**. Provided that the sum has been disputed in good faith, interest due on any sums in dispute shall not accrue until [7] days after resolution of the dispute between the parties.

8.10 Subject to clause 8.9, interest shall be payable on the late payment of any undisputed Charges properly invoiced under this Contract in accordance with clause 9. The Supplier shall not suspend the supply of the Services if any payment is overdue unless it is entitled to terminate this Contract under clause 25.7 for failure to pay undisputed charges.

8.11 The Charges are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Authority following delivery of a valid VAT invoice. The Supplier shall indemnify the Authority against any liability (including any interest, penalties or costs incurred) which is levied, demanded or assessed on the Authority at any time in respect of the Supplier's failure to account for, or to pay, any VAT relating to payments made to the Supplier under this Contract.

8.12 The Supplier shall maintain complete and accurate records of, and supporting documentation for, all amounts which may be chargeable to the Authority pursuant to this Contract. Such records shall be retained for inspection by the Authority for [6] years from the 31st March in the year to which the record relates.

8.13 The Authority may at any time, set off any liability of the Supplier to the Authority against any liability of the Authority to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this

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Contract. Any exercise by the Authority of its rights under this clause shall not limit or affect any other rights or remedies available to it under this Contract or otherwise.

8.14 All amounts due under this Contract from the Supplier to the Authority shall be paid in full without any set-off, counterclaim, deduction or withholding (other than deduction or withholding tax as required by law).

9. INTEREST

9.1 Each party shall pay interest on any sum due under this Contract, calculated as follows:

9.1.1 Rate: 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%;

9.1.2 Period: From when the overdue sum became due, until it is paid.

10. PERSONNEL USED TO PROVIDE THE SERVICES

10.1 At all times, the Supplier shall ensure that:

10.1.1 each of the Supplier Personnel is suitably qualified, adequately trained and capable of providing the applicable Services in respect of which they are engaged;

10.1.2 there is an adequate number of Supplier Personnel to provide the Services properly;

10.1.3 only those people who are authorised by the Supplier (under the authorisation procedure to be agreed between the parties) are involved in providing the Services; and

10.1.4 all of the Supplier Personnel comply with all of the Authority's policies including those that apply to persons who are allowed access to the applicable Authority's Premises.

10.2 The Authority may refuse to grant access to, and remove, any of the Supplier Personnel who do not comply with any such policies, or if they otherwise present a security threat.

10.3 The Supplier shall replace any of the Supplier Personnel who the Authority reasonably decides have failed to carry out their duties with reasonable skill and care. Following the removal of any of the Supplier Personnel for any reason, the Supplier shall ensure such person is replaced promptly with another person with the necessary training and skills to meet the requirements of the Services.

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10.4 The Supplier shall maintain up-to-date personnel records on the Supplier Personnel engaged in the provision of the Services and shall provide information to the Authority as the Authority reasonably requests on the Supplier Personnel. The Supplier shall ensure at all times that it has the right to provide these records in compliance with the applicable Data Protection Legislation.

10.5 The Supplier shall use its reasonable endeavours to ensure continuity of personnel and to ensure that the turnover rate of its staff engaged in the provision or management of the Services is at least as good at the prevailing industry norm for similar services, locations and environments.

11. ~~SAFEGUARDING CHILDREN AND VULNERABLE ADULTS~~ NOT USED

11.1 ~~The parties acknowledge that, if the Supplier is a Regulated Activity Provider with ultimate responsibility for the management and control of a Regulated Activity provided under this Contract, and for the purposes of the Safeguarding Vulnerable Groups Act 2006, the Supplier shall:~~

~~11.1.1 ensure that all individuals engaged in Regulated Activity are subject to a valid enhanced disclosure check for regulated activity undertaken through the Disclosure and Barring Service (DBS);~~

~~11.1.2 monitor the level and validity of the checks under this clause 11.1 for each member of staff;~~

~~11.1.3 not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out Regulated Activity or who may otherwise present a risk to service users.~~

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

11.3 ~~The Supplier shall immediately notify the Authority of any information that it reasonably requests to enable it to be satisfied that the obligations of this clause 11 have been met.~~

11.4 ~~The Supplier shall refer information about any person carrying out the Services to the DBS where it removes permission for such person to carry out the Services (or would have, if such person had not otherwise ceased to carry out the Services) because, in its opinion, such person has harmed or poses a risk of harm to the service users, children or vulnerable adults.~~

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12. TUPE AND RE-TENDERING

12.1 In the event of expiry or termination of this Contract or whenever reasonably requested by the Authority in preparation for tendering arrangements the Supplier will provide the Authority with such assistance as the Authority may require and provide at no cost to the Authority any information the Authority (whether on its own account or on behalf of any potential or confirmed replacement supplier) may request in relation to the Supplier's employees including but not limited to, providing employee liability information as required under Regulation 11 of TUPE.

12.2 The Supplier authorises the Authority to pass any information supplied to any replacement supplier or potential replacement supplier and the Supplier will secure all necessary consents from relevant employees in order to do this.

12.3 The Supplier will keep the Authority and any replacement supplier indemnified in full against all liabilities arising directly or indirectly in connection with any breach of this clause or inaccuracies in or omissions from the information provided.

13. MONITORING

13.1 The Authority may monitor the performance of the Supplier in supplying the Services and the Supplier shall co-operate with the Authority and provide all such reasonable assistance as may be required by the Authority.

13.2 ~~Where any Service is stated in Schedule 1 to be subject to a specific KPI, the Supplier shall provide that Service in such a manner as will ensure that the Achieved KPI in respect of that Service is equal to or higher than the corresponding Target KPI to such specific KPI.~~

13.3 ~~If the existing Services are varied or new Services are added, Target KPIs for the same will be determined by the parties and included within Schedule 1.~~

13.4 ~~The Supplier shall provide the Authority with a written report detailing its performance under this Contract and against each of the KPIs (where applicable) in accordance with Schedule 1.~~

13.5 ~~The Supplier shall co-operate, and shall procure that its Sub-Contractors co-operate, with the Authority in carrying out the monitoring referred to in this clause 13 at no additional charge to the Authority.~~

14. VARIATION

14.1 No variation to this Contract (including to any of the Services) shall be effective unless it is in writing and signed by the parties or their Authorised Representatives.

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15. DISPUTE RESOLUTION

15.1 If a dispute arises out of or in connection with this Contract or the performance, validity or enforceability of it (**Dispute**) then, except as expressly provided in this Contract, the parties shall follow the procedure set out in this clause:

15.1.1 either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, the Authorised Representatives shall attempt in good faith to resolve the Dispute;

15.1.2 if the Authorised Representatives are for any reason unable to resolve the Dispute within [30] days of service of the Dispute Notice, the Dispute shall be referred to the [Chief Executive Officer] for the Authority and Director] for the Supplier who shall attempt in good faith to resolve it; and

15.1.3 if the Authorised Representatives are for any reason unable to resolve the Dispute within [30] days of it being referred to them, either party may request mediation by an independent and mutually acceptable external arbitrator.

15.2 The commencement of mediation shall not prevent the parties commencing or continuing court proceedings in relation to the Dispute.

16. SUB-CONTRACTING AND ASSIGNMENT

16.1 Subject to clause 16.6, neither party shall assign, novate, subcontract or otherwise dispose of any or all of its rights and obligations under this Contract without the prior written consent of the other party, neither may the Supplier sub-contract the whole or any part of its obligations under this Contract except with the express prior written consent of the Authority's Chief Executive.

16.2 Notwithstanding clause 16.1, the Supplier can only enter into subcontracting arrangements in accordance with this clause 16.

16.3 To help the Authority reach a decision on a proposed Sub-Contract, the Authority may request (and the Supplier shall provide):

16.3.1 a copy of the proposed Sub-Contract;

16.3.2 any other information that the Authority may reasonably require about the proposed Sub-Contractor and the impact of the proposed Sub-Contract on this Contract.

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16.4 For the avoidance of doubt, the Authority shall not consent to any proposed Sub-Contract if the Sub-Contractor (or any Connected Person of the Sub-Contractor) is on the Debarment List.

16.5 In the event that the Supplier enters into any Sub-Contract in connection with this Contract it shall:

16.5.1 remain responsible to the Authority for the performance of its obligations under the Contract notwithstanding the appointment of any Sub-Contractor and be responsible for the acts omissions and neglects of its Sub-Contractors;

16.5.2 impose obligations on its Sub-Contractor in the same terms as those imposed on it pursuant to this Contract and shall procure that the Sub-Contractor complies with such terms; and

16.5.3 provide a copy, at no charge to the Authority, of any such Sub-Contract on receipt of a request for such by the Authority's Authorised Representative.

16.6 The Authority shall be entitled to novate (and the Supplier shall be deemed to consent to any such novation) the Contract to any other body which substantially performs any of the functions that previously had been performed by the Authority.

16.7 The Authority may require the Supplier to terminate a Sub-Contract where the acts or omission of the relevant Sub-Contractor have given rise to the Authority's right to terminate pursuant to clause 25 or if there is a change of control of a Sub-Contractor (within the meaning of section 1124 of the Corporation Tax Act 2010) or the Sub-Contractor suffers an Insolvency Event.

16.8 Any written consent provided by the Authority under this clause 16 must be signed by the Authority's Authorised Representative in order to be valid and enforceable.

17. INDEMNITIES

17.1 Subject to clause 17.2 and clause 18 the Supplier shall indemnify and keep indemnified the Authority against all liabilities, costs, expenses, damages and losses incurred by the Authority arising out of or in connection with:

17.1.1 the Supplier's breach or negligent performance or non-performance of this Contract;

17.1.2 any claim made against the Authority arising out of or in connection with the provision of the Services (including, but not limited to, claims in respect of employers' liability, public liability and the provision of professional

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advice or service), to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this Contract by the Supplier or Supplier Personnel;

17.1.3 the enforcement of this Contract.

17.2 The indemnity under clause 17.1 shall apply except insofar as the liabilities, costs, expenses, damages and losses incurred by the Authority are directly caused (or directly arise) from the negligence or breach of this Contract by the Authority or its Representatives.

18. LIMITATION OF LIABILITY

18.1 Neither party shall be liable to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect or consequential loss arising under or in connection with this Contract.

18.2 Notwithstanding the provisions of clause 18.1, but subject to clause 18.4, the Supplier assumes responsibility for and acknowledges that the Authority may, amongst other things, recover:

18.2.1 sums paid by the Authority to the Supplier pursuant to this Contract, in respect of any Services not provided in accordance with the Contract;

18.2.2 wasted expenditure;

18.2.3 additional costs of procuring and implementing replacements for, or alternatives to, the Services, including consultancy costs, additional costs of management time and other personnel costs and costs of equipment and materials;

18.2.4 losses incurred by the Authority arising out of or in connection with any claim (including, but not limited to, claims in respect of employers' liability, public liability and the provision of professional advice or service), demand, fine, penalty, action, investigation or proceeding by any third party (including any Subcontract, Supplier Personnel, regulator or customer of the Authority) against the Authority caused by the act or omission of the Supplier.

18.3 Each party shall at all times take all reasonable steps to minimise and mitigate any loss or damage arising out of or in connection with this Contract, including any losses for which the relevant party is entitled to bring a claim against the other party pursuant to the indemnities in this Contract.

18.4 Subject to clause 18.1 and clause 18.6, the Supplier's aggregate liability:

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18.4.1 is unlimited in respect of:

18.4.1.1 clause 21.5;

18.4.1.2 any breach of clause 28; and

18.4.1.3 the Supplier's wilful default.

18.4.2 in respect of all other claims, losses or damages, whether arising from tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Contract, shall be limited to [150 PERCENTAGE %] of the total Charges in the contract year in which the breaches occurred, and contract year means a 12-month period from the Commencement Date or any anniversary of it.]

18.5 Subject to clause 18.1 and clause 18.6, the Authority's aggregate liability to the Supplier for all claims, losses or damages, whether arising from tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Contract (other than a failure to pay any of the Charges that are properly due and payable and for which the Authority shall remain fully liable), shall be limited in any Contract Year to 100% of the fees in that year.

18.6 Notwithstanding any other provision of this Contract neither party limits or excludes its liability for:

18.6.1 fraud or fraudulent misrepresentation;

18.6.2 death or personal injury caused by its negligence (or the negligence of its personnel, agents or subcontractors);

18.6.3 breach of any obligation as to title implied by statute; or

18.6.4 any other liability for which may not be limited under any applicable law.

19. INSURANCE

19.1 The Supplier shall at its own cost effect and maintain with a reputable insurance company a policy or policies of insurance providing as a minimum the following levels of cover:

19.1.1 public liability insurance with a limit of indemnity of not less than [£5,000,000] in relation to any one claim or series of claims;

19.1.2 employer's liability insurance with a limit of indemnity of not less than [£5,000,000]; in relation to any one claim or series of claims and

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19.1.3 professional indemnity insurance with a limit of indemnity of not less than [£5,000,000] in relation to any one claim or series of claims and shall ensure that all professional consultants or Sub-Contractors involved in the provision of the Services hold and maintain appropriate cover.

(together, the **Required Insurances**).

19.2 The cover shall be in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's performance of the Contract, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Supplier.

19.3 The Supplier shall give the Authority, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the Required Insurances are in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

19.4 If, for whatever reason, the Supplier fails to give effect to and maintain the Required Insurances, the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.

19.5 The terms of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the Contract.

19.6 The Supplier shall hold and maintain the Required Insurances for a minimum of six years following the expiration or earlier termination of the Contract.

19.7 Where the Authority's Authorised Representative considers that the levels of cover for the Required Insurances, in whole or in part, are not appropriate or necessary, then they may approve deviations to these figures in writing to the Supplier.

20. FREEDOM OF INFORMATION

20.1 The Supplier acknowledges that the Authority is subject to the requirements of the FOIA and the EIRs. The Supplier shall:

20.1.1 provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and EIRs;

20.1.2 transfer to the Authority all Requests for Information relating to this Contract that it receives as soon as practicable and in any event within 2 Business Days of receipt;

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20.1.3 provide the Authority with a copy of all Information belonging to the Authority requested in the Request For Information which is in its possession or control in the form that the Authority requires within 5 Business Days (or such other period as the Authority may reasonably specify) of the Authority's request for such Information; and

20.1.4 not respond directly to a Request For Information unless authorised in writing to do so by the Authority.

20.2 The Supplier acknowledges that the Authority may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Supplier. The Authority shall take reasonable steps to notify the Supplier of a Request For Information (in accordance with the Cabinet Office's Freedom of Information Code of Practice issued under section 45 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Contract) the Authority shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

20.3 Notwithstanding any other term of this Contract, the Supplier consents to the publication of this Contract in its entirety (including variations), subject only to the redaction of information that is exempt from disclosure in accordance with the provisions of the FOIA and EIRs.

20.4 The Authority shall, prior to publication, consult with the Supplier on the manner and format of publication and to inform its decision regarding any redactions but shall have the final decisions in its absolute discretion. The Supplier shall assist and co-operate with the Authority to enable the Authority to publish this Contract.

21. DATA PROCESSING

21.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 21 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

21.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Supplier is the Processor. **Error! Reference source not found.**6 sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of Personal Data and categories of Data Subject.

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21.3 Without prejudice to the generality of clause 21.1, the Authority will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier for the duration and purposes of this Contract.

21.4 Without prejudice to the generality of clause 21.1, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under this Contract:

21.4.1 process that Personal Data only on the documented written instructions of the Authority which are set out in **Error! Reference source not found.**6, unless the Supplier is required by applicable Laws to otherwise process that Personal Data. Where the Supplier is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Supplier shall promptly notify the Authority of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying the Authority;

21.4.2 ensure that it has in place appropriate technical and organisational measures (as defined in the Data Protection Legislation), reviewed and approved by the Authority, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

21.4.3 not transfer any Personal Data outside of the UK (save that transfers within the UK shall be permitted subject to the terms of this Contract) unless the prior written consent of the Authority has been obtained and the following conditions are fulfilled:

21.4.3.1 the Authority or the Supplier has provided appropriate safeguards in relation to the transfer;

21.4.3.2 the Data Subject has enforceable rights and effective remedies;

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21.4.3.3 the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

21.4.3.4 the Supplier complies with the reasonable instructions notified to it in advance by the Authority with respect to the processing of the Personal Data;

21.4.4 notify the Authority immediately if it receives:

21.4.4.1 a request from a Data Subject to have access to that person's Personal Data;

21.4.4.2 a request to rectify, block or erase any Personal Data;

21.4.4.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation (including any communication from the Information Commissioner);

21.4.5 assist the Authority in responding to any request from a Data Subject and in ensuring compliance with the Authority's obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

21.4.6 notify the Authority without undue delay on becoming aware of a Personal Data breach including without limitation any event that results, or may result, in unauthorised access, loss, destruction, or alteration of Personal Data in breach of this Contract;

21.4.7 at the written direction of the Authority, delete or return Personal Data and copies thereof to the Authority on termination or expiry of the Contract unless required by the Applicable Laws to store the Personal Data;

21.4.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 21 and allow for audits by the Authority or the Authority's designated auditor pursuant to clause 22.4 and immediately inform the Authority if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.

21.5 The Supplier shall indemnify the Authority against any losses, damages, cost or expenses incurred by the Authority arising from, or in connection with, any breach of the Supplier's obligations under this clause 21.

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21.6 Where the Supplier intends to engage a Sub-Contractor pursuant to clause 16 and intends for that Sub-Contractor to process any Personal Data relating to this Contract, it shall:

21.6.1 notify the Authority in writing of the intended processing by the Sub-Contractor;

21.6.2 obtain prior written consent from the Authority to the processing;

21.6.3 enter into a written agreement incorporating terms which are substantially similar to those set out in this clause 21.

21.7 Either party may, at any time on not less than 30 Business Days' written notice to the other party, revise this clause 21 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this Contract).

21.8 The provisions of this clause shall apply during the continuance of the Contract and indefinitely after its expiry or termination.

22. CONFIDENTIALITY

22.1 Subject to clause 22.2, each party shall keep the other party's Confidential Information confidential and shall not:

22.1.1 use such Confidential Information except for the purpose of performing its rights and obligations under or in connection with this Contract; or

22.1.2 disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 22.

22.2 The obligation to maintain confidentiality of Confidential Information does not apply to any Confidential information:

22.2.1 which the other party confirms in writing is not required to be treated as Confidential Information;

22.2.2 which is obtained from a third party who is lawfully authorised to disclose such information without any obligation of confidentiality;

22.2.3 which a party is required to disclose by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable Law, including the FOIA or the EIRs;

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22.2.4 which is in or enters the public domain other than through any disclosure prohibited by this Contract;

22.2.5 which a party can demonstrate was lawfully in its possession prior to receipt from the other party; or

22.2.6 which is disclosed by the Authority on a confidential basis to any central government or regulatory body.

22.3 A party may disclose the other party's Confidential information to those of its Representatives who need to know such Confidential Information for the purposes of performing or advising on the party's obligations under this Contract, provided that:

22.3.1 it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and

22.3.2 it procures that its Representatives shall, in relation to any Confidential Information disclosed to them, comply with the obligations set out in this clause as if they were a party to this Contract,

22.3.3 and at all times, it is liable for the failure of any Representatives to comply with the obligations set out in this clause 22.3.

22.4 The provisions of this clause shall apply during the continuance of the Contract and indefinitely after its expiry or termination.

23. AUDIT

23.1 During the Term and for a period of [8] years after the Termination Date, the Supplier shall allow the Authority (acting by itself or through its Representatives) to access any of the Supplier's premises, systems, Supplier Personnel and relevant records as may reasonably be required to:

23.1.1 fulfil any legally enforceable request by any regulatory body;

23.1.2 verify the accuracy of Charges or identify suspected fraud;

23.1.3 review the integrity, confidentiality and security of any data relating to the Authority or any service users;

23.1.4 review the Supplier's compliance with the Data Protection Legislation and the FOIA, in accordance with clause 21 (Data Processing) and clause 20 (Freedom of Information), and any other legislation applicable to the Services; or

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23.1.5 verify that the Services are being provided and all obligations of the Supplier are being performed in accordance with this Contract.

23.2 Except where an audit is imposed on the Authority by a regulatory body or where the Authority has reasonable grounds for believing that the Supplier has not complied with its obligations under this Contract, the Authority may not conduct an audit under this clause 23 more than [twice] in any calendar year.

23.3 The Authority shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier or delay the provision of the Services.

23.4 Subject to the Authority's obligations of confidentiality, the Supplier shall on demand provide the Authority and any relevant regulatory body (and/or their agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:

23.4.1 all information requested by the above persons within the permitted scope of the audit;

23.4.2 reasonable access to any sites and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services; and

23.4.3 access to the Supplier Personnel.

23.5 The Authority shall endeavour to (but is not obliged to) provide at least [15] Business Days' notice of its intention or, where possible, a regulatory body's intention, to conduct an audit.

23.6 The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause, unless the audit identifies a material failure by the Supplier to perform its obligations under this Contract in any material manner in which case the Supplier shall reimburse the Authority for all the Authority's reasonable costs incurred in the course of the audit.

23.7 If an audit identifies that:

23.7.1 the Authority has overpaid any Charges, the Supplier shall pay to the Authority the amount overpaid within [20] days from the date of receipt of an invoice or notice to do so. The Authority may deduct the relevant amount from the Charges if the Supplier fails to make this payment; and

23.7.2 the Authority has underpaid any Charges, the Authority shall pay to the Supplier the amount of the underpayment within [30] days from the date of receipt of an invoice for such amount.

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24. INTELLECTUAL PROPERTY

24.1 In the absence of prior written agreement by the Authority to the contrary, all Intellectual Property Rights created by the Supplier or Supplier Personnel:

24.1.1 in the course of performing the Services; or

24.1.2 exclusively for the purpose of performing the Services,

shall vest in the Authority on creation.

24.2 The Supplier shall indemnify the Authority against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any Intellectual Property Right by the availability of the Services, except to the extent that they have been caused by or contributed to by the Authority's acts or omissions.

25. TERMINATION FOR BREACH

25.1 Without affecting any other right or remedy available to it, either party may terminate this Contract with immediate effect by giving written notice to the other party if:

25.1.1 if the either party is in breach of any material obligation under this Contract provided that if the breach is capable of remedy, the party not in breach may only terminate this Contract under this clause 25.1.1 if the other party has failed to remedy such breach within [14 days] of receipt of notice (a Remediation Notice) to do so;

25.1.2 if there is an Insolvency Event.

25.2 Without affecting any other right or remedy available to it the Authority may terminate this Contract with immediate effect by the service of written notice on the Supplier in the following circumstances:

25.2.1 if a Consistent Failure has occurred;

25.2.2 if a Catastrophic Failure has occurred;

25.2.3 if there is a change of control of the Supplier within the meaning of section 1124 of the Corporation Tax Act 2010.

25.3 The Authority may terminate this Contract in accordance with the provisions of clause 27 and clause 28.

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25.4 The Authority may give the Supplier written notice of its intention to terminate if it considers that a termination ground listed in section 78(2) of the Procurement Act 2023 applies. A notice of an intention to terminate under this clause must:

25.4.1 set out which termination ground the Authority considers applies pursuant to section 78(2) of the Procurement Act 2023 together with the Authority's reasons for deciding to terminate on this basis;

25.4.2 invite the Supplier to make representations to the Authority about the existence of the termination ground and the Authority's decision to terminate;

25.4.3 specify the means by which, and the time by which, such representations must be made; and

25.4.4 insofar as it states the Authority's intention to terminate by reference to the status of a Sub-Contractor under section 78(2)(b) or (c) of the Procurement Act 2023, specify a time by which the Supplier may terminate the Subcontract and, if necessary, appoint an alternative Subcontractor.

25.5 On expiry of the time for the Supplier to make representations under clause 25.4.3, if, after considering any representations, the Authority is satisfied that the termination ground applies, it may terminate the Contract with immediate effect by giving final written notice to the Supplier.

25.6 If this Contract is terminated by the Authority pursuant to this clause 25 or clause 26, such termination shall be at no loss or cost to the Authority and the Supplier hereby indemnifies the Authority against any such losses or costs which the Authority may suffer as a result of any such termination.

25.7 The Supplier may terminate this Contract in the event that the Authority commits a Termination Payment Default by giving 30 days' written notice to the Authority. In the event that the Authority remedies the Termination Payment Default in the 30 day notice period, the Supplier's notice to terminate this Contract shall be deemed to have been withdrawn.

26. TERMINATION ON NOTICE

26.1 Without affecting any other right or remedy available to it, the Authority may terminate this Contract at any time by giving [FOUR] [WEEKS'] written notice to the Supplier.

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27. FORCE MAJEURE

27.1 Provided it has complied with the remaining provisions of this clause 27, if a party is prevented, hindered or delayed in or from performing any of its obligations under this Contract by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this Contract or otherwise liable for any such failure or delay in the performance of such obligations.

27.2 The corresponding obligations of the other party will be suspended to the same extent as those of the Affected Party.

27.3 The Affected Party shall:

27.3.1 as soon as reasonably practicable after the start of the Force Majeure Event, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Contract; and

27.3.2 use all reasonable endeavours to mitigate the effect of the Force Majeure Event.

27.4 An Affected Party cannot claim relief if the Force Majeure Event is attributable to the Affected Party's wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event. The Supplier cannot claim relief if the Force Majeure Event is one which, in accordance with Best Industry Practice, the Supplier should have foreseen and provided for the cause in question.

27.5 The Affected Party shall notify the other party in writing as soon as practicable after the Force Majeure Event ceases or no longer causes the affected party to be unable to comply with its obligations under this Contract. Following such notification, this Contract shall continue to be performed on the terms existing immediately before the occurrence of the Force Majeure Event unless agreed otherwise by the parties.

27.6 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than [4] weeks, the party not affected by the Force Majeure Event may terminate this Contract by giving [2] weeks' notice to the Affected Party.

28. PREVENTION OF BRIBERY

28.1 The Supplier represents and warrants that neither it, nor any Supplier Personnel, including for the avoidance of doubt any Sub-Contractor:

28.1.1 has committed a Prohibited Act;

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28.1.2 to the best of its knowledge has been or is subject to an investigation, inquiry or enforcement proceedings by a governmental, administrative or regulatory body regarding any Prohibited Act or alleged Prohibited Act;

28.1.3 has been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

28.2 The Supplier shall promptly notify the Authority if, at any time during the Term, its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out in clause 28.1 at the relevant time.

28.3 The Suppler shall (and shall procure that its Supplier Personnel, and including for the avoidance of doubt any Sub-Contractors, shall) during the Term:

28.3.1 not commit a Prohibited Act;

28.3.2 not do or omit to do anything that would cause the Authority or any of the Authority's employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements;

28.3.3 have and maintain in place its own policies and procedures to ensure compliance with the Relevant Requirements and prevent occurrence of a Prohibited Act; and

28.3.4 notify the Authority (in writing) if it becomes aware of any breach of clause 28.3.1 or clause 28.3.2, or has reason to believe that it or any person associated with it has received a request or demand for any undue financial or other advantage.

28.4 The Supplier shall maintain appropriate and up to date records showing all payments made by the Supplier in connection with this Contract and the steps taken to comply with its obligations under clause 28.3.

28.5 The Supplier shall allow the Authority and its third party representatives to audit any of the Supplier's records and any other relevant documentation in accordance with clause 25 (Confidentiality).

28.6 If the Supplier is in Default under this clause 28 the Authority may by notice:

28.6.1 require the Supplier to remove from performance of this Contract any Supplier Personnel whose acts or omissions have caused the Default; or

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28.6.2 immediately terminate this Contract and recover any losses in accordance with its terms.

28.7 Any notice served by the Authority under clause 28.6 shall specify the nature of the Prohibited Act, the identity of the Party who the Authority believes has committed the Prohibited Act and the action that the Authority has elected to take (including, where relevant, the date on which this Contract shall terminate).

29. CONSEQUENCES OF TERMINATION OR EXPIRY

29.1 On termination or expiry of this Contract (or where reasonably so required by the Authority before such completion) the Supplier shall procure that all data and other material belonging to the Authority (and all media of any nature containing information and data belonging to the Authority or relating to the Services), shall be delivered to the Authority forthwith and the Supplier Authorised Representative shall certify full compliance with this clause.

29.2 Any provision of this Contract that expressly or by implication is intended to come into or continue force on or after termination or expiry, shall remain in full force and effect.

29.3 Termination or expiry of this Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the Termination Date.

30. MODERN SLAVERY

30.1 In performing its obligations under the Contract, the Supplier shall:

30.1.1 Comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015; and

30.1.2 Have and maintain throughout the term of this Contract its own policies and procedures to ensure its compliance; and

30.1.3 Not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the England and Wales; and

30.1.4 Include in its contracts with its subcontractors and suppliers anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause 30.

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30.2 The Supplier represents and warrants that at the Commencement Date of this Contract:

30.2.1 Its responses to the Authority's slavery and human trafficking due diligence questionnaire are complete and accurate; and

30.2.2 Neither the Supplier nor any of its officers, employees or other persons associated with it:

30.2.2.1 Has been convicted of any offence involving slavery and human trafficking; or

30.2.2.2 Having made reasonable enquiries, so far as it is aware has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking; or

30.2.2.3 been listed by any government department or agency as being debarred, suspended, or proposed for suspension or debarment from participation in public procurement programmes or otherwise been excluded from a public procurement procedure on grounds relating to forced labour or modern slavery offences or misconduct.

30.3 The Supplier shall implement due diligence procedures for its subcontractors, and suppliers, to ensure that there is no slavery or human trafficking in its supply chains.

30.4 The Supplier shall notify the Authority as soon as it becomes aware of:

30.4.1 Any breach, or potential breach, of the Modern Slavery Act 2015; or

30.4.2 Any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Contract.

31. WAIVER

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

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32. RIGHTS AND REMEDIES

32.1 Except as expressly provided in this Contract, the rights and remedies provided under this Contract are in addition to, and not exclusive of, any rights or remedies provided by law.

33. SEVERABILITY

33.1 If any provision or part-provision of this Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Contract.

33.2 If any provision or part-provision of this Contract is deemed deleted under clause 33.1, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

34. PARTNERSHIP OR AGENCY

34.1 Nothing in this Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

34.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

35. THIRD PARTY RIGHTS

35.1 Unless it expressly states otherwise, this Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

35.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Contract are not subject to the consent of any other person.

36. PUBLICITY

36.1 The Supplier shall not:

36.1.1 make any press announcements or publicise this Contract or its contents in any way; or

36.1.2 use the Authority's name or logo in any promotion or marketing or announcement of orders,

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except as required by law, any government or regulatory authority, any court or other authority of competent jurisdiction, without the prior written consent of the Authority, which shall not be unreasonably withheld or delayed.

37. NOTICES

37.1 Any notice given to a party under or in connection with this contract shall be in writing marked for the attention of the party's Authorised Representative and shall be:

37.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

37.1.2 [sent by email to the following addresses (or an address substituted in writing by the party to be served):

37.1.2.1 Supplier: [as per the email address of the Supplier's Authorised Representative in the Contract Details].

37.1.2.2 Authority: [enquiries@broads-authority.gov.uk AND the email address of the Authority Authorised Representative in the Contract Details].

37.2 Any notice shall be deemed to have been received:

37.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

37.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting.

37.2.3 if sent by email, at the time of transmission, or if this time falls outside Working Hours in the place of receipt, when working hours resume.

37.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

38. ENTIRE AGREEMENT

38.1 This Contract and the documents referred to in it constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

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38.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.

39. COUNTERPARTS

39.1 This Contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Contract, but all the counterparts shall together constitute the same Contract.

40. GOVERNING LAW

40.1 This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

41. JURISDICTION

41.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

This Contract has been entered into on the date stated at the beginning of it.

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SCHEDULE 1
SPECIFICATION

Services Specification

The replacement of existing 52 Rolec electric charging pedestals (decommissioning and removal) with new Meter MACS Pedestals across 21 locations, together with associated installation of concrete plinths, mounting brackets, electrical testing, commissioning, and ground reinstatement works.

The contractor must refer to *SITE SPECIFICATIONS*. which identifies the following for each installation:

- Location of sites;
- path surface;
- concrete plinth design;
- required plinth height above ground level and;
- Orientation and location of the bollard on site.

Existing Pedestals and concrete Plinth must be removed
A new mounting bracket for each bollard must be set within the concrete plinth.
The surface around each new base must be reinstated to match the original finish.

Each bollard must be installed and tested in accordance with BS 7671 Requirements for Electrical Installations, including Section 709. A test certificate must be provided for each completed installation.
Each bollard must be commissioned and onboarded to the Meter Macs portal. Meter Macs will provide training/instruction to the successful contractor
On completion of each installation, the contractor must leave the area around the new bollard base clean and tidy. All surplus materials, stones, excavated material and concrete residue must be removed from the surrounding surface.
Each returned pedestal must be complete, with all remaining hardware intact and enclosed within the pedestal.
Return of existing Pedestals to:
The Dockyard
Griffin Lane
Norwich
Norfolk

NR7 0SL

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Martham Bank, Potter Heigham new installation. Ducting has already been laid from the kiosk to the two proposed bollard installation locations.

Kiosk electrical works. Within the kiosk, the contractor must provide and connect a three-phase metal distribution board, complete with MCB and RCD protection.

The contractor must also install an IP66 13A two-gang weatherproof outdoor switched socket within the kiosk for maintenance use. The socket must be impact resistant and suitable for outdoor conditions.

Lighting and switching. The contractor must install an LED bulkhead light fitting with a clear lens. This must be connected to an IP66 one-gang, two-way weatherproof and dust-tight switch with an LED indicator. The lighting switch must be manufactured from robust, impact-resistant polycarbonate.

Cabling and bollard connections. The contractor must supply and install steel wire armoured cables from the kiosk to the two pedestal locations and construct to concrete plinths as described in the SITE SPECIFICATION.

The contractor must connect the new charging pedestals to the concrete plinths and to the supply.

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Key Deliverables for each project

- Provide final detailed timeline of planned works and dates for each site.
- Decommissioning 52 Rolec electric charging pedestals and returning them whole to the Broads Authority Dockyard.
- Installing the new mounting bracket in the concrete plinth to the design specification.
- Installing the new Meter Macs Pedestal to the Plinth.
- Commissioning and onboarding to the Meter Macs portal.
- Tested in accordance with BS 7671 Requirements for Electrical Installations, including Section 709. A test certificate must be provided for each completed installation
- Martham Bank, Potter Heigham new installation

~~- **Performance Dates** **– NOT USED**~~

~~**Key Performance Indicators, Monitoring and Reporting** **– NOT USED**~~

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SCHEDULE 2
CHARGES AND PAYMENT

1. CALCULATION OF THE CHARGES

1.1 The Charges shall be calculated on the basis of the rates and prices set out in this Schedule.

2. MENU PRICING

Priority	Location	No. Bollards at each site	Start date	Finish date	Price/ Rate	Total £ (excluding VAT)
1.	Norwich Yacht Station	6				
2.	Great Yarmouth Yacht Station	6				
3.	Burgh Castle	2				
4.	Sutton Staithe	2				
5.	Reedham Quay	2				
6.	Acle Bridge	3				
7.	Stokesby	1				
8.	Coltishall Common	1				
9.	Dilham Staithe	2				
10.	Loddon Staithe	3				
11.	Ranworth Staithe	5				
12.	Somerleyton Staithe	2				
13.	St Olaves	1				
14.	Bramerton	3				
15.	Horning Parish Staithe	2				
16.	Hoveton St John	2				
17.	Irstead Staithe	1				
18.	Neatishead Staithe	2				
19.	Potter Heigham Repps Bank	2				

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Priority	Location	No. Bollards at each site	Start date	Finish date	Price/ Rate	Total £ (excluding VAT)
20.	Potter Heigham Martham Bank	2 (New install)				
	The cost and the supply of materials as described in 4.7					
	The cost of labour for installation as described in 4.7					
21.	Hardley Mill Pontoon	2				
Total Excluding VAT						

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3. PAYMENT PLAN

[Invoices to be submitted by the Supplier at regular intervals with the final payment once the Broads Authority has signed off the works as completed to the specifications.

4. TERMINATION PAYMENT DEFAULT

4.1 In the event that at any time undisputed Charges of £[500] have been overdue for payment for a period of [60] days or more, the Authority will have committed a Termination Payment Default.

SCHEDULE 3
KEY PERSONNEL

1. AUTHORISED REPRESENTATIVES

1.1 The Authority's initial Authorised Representative: [See Contract Details]

1.2 The Supplier's initial Authorised Representative: [See Contract Details]

2. KEY PERSONNEL

2.1 [Broads Authority
Adrian Stevens
Maintenance Manager
adrian.stevens@broads-authority.gov.uk
07884490811

Dan Hoare
Head of Operations
dan.hoare@broads-authority.gov.uk
07787 524359

2.2 [SUPPLIER INSERT DETAILS]

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SCHEDULE 4
MANDATORY POLICIES

COUNTER FRAUD, CORRUPTION AND BRIBERY - https://www.broads-authority.gov.uk/__data/assets/pdf_file/0023/133682/Counter-Fraud-Corruption-and-Bribery-Strategy-2023-Final.pdf

CORRUPTION TO WHISTLE BLOWING - https://www.broads-authority.gov.uk/__data/assets/pdf_file/0027/193815/Whistleblowing-policy-for-website.pdf

HEALTH & SAFETY - https://www.broads-authority.gov.uk/__data/assets/pdf_file/0027/178443/Health-Safety-and-Wellbeing-Policy.pdf

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SCHEDULE 5
COMMERCIALLY SENSITIVE INFORMATION

1. In this Schedule the parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.

2. Where possible, the parties have sought to identify when any relevant Information will cease to fall into the category of information to which this Schedule applies in the table below (please see the column Duration of Confidentiality).

3. Without prejudice to the Authority's obligation to disclose Information in accordance with FOIA or clause 22 of the Contract, the Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

Commercially Sensitive Information

No.	Date	Item(s)	Duration of Confidentiality

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~~SCHEDULE 6~~

~~DATA PROCESSING –~~ NOT USED

~~The contact details of the Authority's Data Protection Officer is:~~

~~[Jason Brewster (DPO), Broads Authority, Yare House, 62-64 Thorpe Road, Norwich, NR1 1RY]~~

~~The contact details of the Supplier's Data Protection Officer is:~~

~~[NAME AND CONTACT DETAILS]~~

~~1. The Processor shall comply with any further written instructions with respect to processing by the Controller.~~

~~2. Any such further instructions shall be incorporated into this Schedule.~~

~~Contract Reference:~~	~~[AS IN CONTRACT DETAILS]~~
~~Date:~~	~~[AS IN CONTRACT DETAILS]~~
~~Description Of Authorised Processing~~	**~~Details~~**
~~Identity of the Controller and Processor~~	~~Controller: Broads Authority ("the Authority")~~ ~~Processor: [SUPPLIER NAME]~~
~~Subject matter of the processing~~	~~Provision of [SERVICES etc.]~~
~~Duration of the processing~~	

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~~Nature and purposes of the processing~~	
~~Type of Personal Data~~	
~~Categories of Data Subject~~	

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SCHEDULE 7

SUPPLIER'S QUOTE/TENDER

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