

Walsall Metropolitan Borough Council

Standard Terms and Conditions for the Supply of Goods and Services

1. Definitions and Interpretation

- 1.1 Words and phrases these Conditions and set out in bold in the left-hand column of the Definitions Table below shall have the meanings which are given to them opposite in the right-hand column:

DEFINITIONS TABLE

Word/Phrase	Definition
Best Value	the Council's duty under section 3 of the Local Government Act 1999 to obtain 'Best Value' by ensuring continuous improvement in the way its functions are exercised.
Conditions	these Standard Terms and Conditions for the Supply of Goods and Services.
Confidential Information	any information (including this Contract and the relationship between the Parties) received from the disclosing Party for the purposes of providing or receiving the Goods and/or Services. or relating to the business, operations and activities of the disclosing Party that if disclosed is marked 'confidential' or is otherwise confirmed in writing as being confidential or is manifestly confidential, but excluding all information which it is either discretionary or mandatory for the Council to publish or disclose from time to time, whether under the Procurement Act 2023, or the Data Protection Legislation, or otherwise (subject also to clause 20.4 and 20.5).
Contract	these Conditions, the Specification, the Purchase Order and any documents expressly referred to in the Purchase Order as forming part of the Contract.
Contract Period	the duration of the Contract as documented in the Purchase order (including periods of extension agreed in writing between the Parties).
Controller	as defined in Article 4 of the GDPR.
Conviction	other than in relation to minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding over orders (including any spent convictions as contemplated by Section 1(1) of the Rehabilitations of Offenders Act 1974 by virtue of the exemptions specified in Part II of Schedule 1 of the Rehabilitation of Offenders Act 1974 (Exemptions Order) 1975 (SI 1975/1023) or any replacement or amendment of that Order).
Council	Walsall Metropolitan Borough Council, or a Council maintained school, or other Council owned or controlled organisation identified on the Purchase Order.
Data Protection Legislation	the GDPR, the Data Protection Act 2018 and all applicable statutes, regulations and directives relating to data protection.
DBS	the Disclosure and Barring Service.
EIR	the Environmental Information Regulations 2004.
Employees	any person employed by the Council, or the Supplier, or an Outgoing Supplier, whose employment transfers to the Supplier as a result of TUPE pursuant to the formation of this Contract.
FOIA	the Freedom of Information Act 2000.
Force Majeure	an irresistible force or compulsion, or an overwhelming power including a prohibitive act of parliament or, prohibitive governmental regulations; acts of God (such as famine, flood, drought, storm, hurricane, wild fires or other equivalent natural disasters including (without limitation); an epidemic or pandemic which has been declared a pandemic by the World Health Organisation; war and other hostilities/national emergency (whether war is declared or not), invasion, biological or chemical warfare, acts of foreign enemies or terrorism; national strikes; exceptional weather conditions; pressure waves caused by aircraft or aerial devices travelling at sonic or supersonic speeds, rebellion, revolution, civil commotion, riots

Word/Phrase	Definition
	or disorder; ionising radiation, or contamination by radio-activity from any nuclear fuel or nuclear waste, or combustion of nuclear fuel, radio-active, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; explosives on site and their removal; or contamination due to biological or chemical emergency; imposition of embargo or government sanction or the breaking off of diplomatic relations by central government in the United Kingdom, or a criminal third party cyber attack on the Supplier's computer systems which support or facilitate the Services (provided that the Supplier has acted reasonably by mitigated for any such attack) or other similar circumstances which are beyond the reasonable control of each of the Parties, (excluding any strike or labour dispute involving any Employees of the Supplier, or any failure to provide the Goods and/or Services by any of the Supplier's sub-contractors/suppliers).
GDPR	the UK General Data Protection Regulation, Retained Regulation (Regulation (EU) 2016/679) and/or EU General Data Protection Regulation (Regulation (EU) 2016/679), as applicable.
Goods	all or any of the items which are to be supplied to the Council by the Supplier pursuant to the Contract.
Joint Controller	as specified in Article 26 of the GDPR.
Outgoing Supplier	any person, company, firm or other business entity who provides the Services or services of the same or similar nature to the Services prior to the Supplier commencing the provision of the Services under this Contract.
Parties	the Council and the Supplier.
Party	the Council or the Supplier.
Personal Data	as defined in Article 4 of the GDPR.
Processor	as defined in Article 4 of the GDPR.
Purchase Order	an official order placed by the Council with the Supplier for the supply of Goods and/or Services to the Council.
Services	the services to be performed by the Supplier for the Council pursuant to the Contract and anything created or produced for the Council as a result of such services, as set out in the Specification.
Specification	the Council's requirements to which the Goods and/or Services supplied by the Supplier shall conform, as set out in the Schedule to this Contract.
Subsequent Transferring Employees	any of the Supplier's employees who, immediately prior to the transfer of the Services to a Successor, is wholly or mainly engaged in the provision of the Services, which are to be undertaken by a Successor.
Successor	any person, company, firm or other business entity who provides the Services (or services of the same or similar nature) in immediate or subsequent succession to the Supplier at the end of this Contract, whether that person is a replacement supplier or the Council.
Supplier	the person, firm, company or other organisation (or its successors in title) with whom the Council places any order pursuant to the Contract.
TUPE	the Transfer of Undertaking (Protection of Employment) Regulations 2006 (as amended).
VAT	Value Added Tax charged in accordance with the VAT Act 1994.
Vulnerable Adult	a person aged 18 or over, who is at risk of neglect or abuse and who is in need of care and support due to their physical or mental illness or disability.

Interpretation

- 1.2 In this Contract (in the absence of any contrary indication):
 - 1.2.1 clause, paragraph and section headings do not affect this Contract's interpretation;
 - 1.2.2 any references to clauses, paragraphs and schedules are references to the clauses, paragraphs and schedules this Contract;
 - 1.2.3 any reference to a statute, statutory provision or subordinate legislation shall refer to:
 - (a) such legislation as amended and in force from time to time and to any legislation that (either with or without modification) re-enacts, consolidates or enacts in rewritten form any such legislation; and
 - (b) any subordinate legislation made under the same before (but not after) the date of this Contract.
 - 1.2.4 references to words in the masculine gender shall include the feminine and vice versa, and those in the singular shall include the plural and vice versa;
 - 1.2.5 references to the "Council" and the "Supplier" shall include their respective successors in title and any reference to any government department or other relevant authority or body is deemed to include it's or their successors;
 - 1.2.7 unless otherwise stated the obligations in the Specification are for the Supplier to fulfil;
 - 1.2.8 A reference to "*in writing*" or "*written*" includes email.

2. General

- 2.1 Unless a Purchase Order relates to a tender or quotation which specifies different terms and conditions issued by the Council (in which case such terms and conditions shall apply), these Conditions shall apply to every order for the supply of Goods and/or Services issued by the Council to the Supplier, subject only to any minor changes in the applicable Purchase Order.
- 2.2 Any purchase by the Council is conditional upon acceptance of these Conditions by the Supplier. If the Supplier does not wish to accept these Conditions, then the Supplier should not accept an order placed by the Council and must immediately inform the Council of this.
- 2.3 References in these Conditions to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as subsequently amended or extended at any time during the Contract Period by any other enactment, re-enactment, modification, order, regulation or statutory instrument.

3. Entire Agreement

- 3.1 The Contract shall:
 - 3.1.1 comprise the entire terms and conditions between the Parties in relation to the subject matter of the Purchase Order, together with the Purchase Order itself and any documents that are referred to in it;
 - 3.1.2 take priority over any other arrangements, communications (whether verbal or written), or any other documents (including, but not limited to, other purchase orders, or other terms and conditions) between the Parties.
- 3.2 The Supplier's terms and conditions of contracting are expressly excluded from the Contract.
- 3.3 If any of the provisions of these Conditions (and the Contract) shall in whole or in part be held to be unlawful or unenforceable then such provision shall be void and severed from this Contract and the remainder of the provisions of the Contract shall continue in full force and effect.

4. Assignment and Sub-contracting

- 4.1 The Supplier shall not charge, assign, transfer, sublet or subcontract this Contract whether in whole or in part, without obtaining the Council's prior written consent. Any non-compliance with this clause shall be a repudiatory breach of this Contract.

5. Intellectual Property

- 5.1 Unless otherwise agreed in writing, all intellectual property and other rights in the Goods and/or Services shall vest in the Council. This clause shall not apply to any pre-existing intellectual rights which are owned by the Supplier in relation to the Goods and Services, or which are otherwise owned or developed by the Supplier in circumstances which are independent of or without reference to its obligations under this Agreement.
- 5.2 The Supplier shall indemnify the Council from any loss, costs or damage arising from the Supplier's infringement of any third party's intellectual property rights when observing and performing this Contract, unless the Council is responsible for the infringement in question.
- 5.3 The Supplier shall do all such things and execute all such documents as the Council may require in order to comply with this section and the Supplier shall ensure that it includes corresponding provisions in its contracts with its own sub-contractors and suppliers.

6. No Agency

- 6.1 This Contract does not either create a partnership between the Council and the Supplier, or make either of the Parties the agent of the other for any purpose.

7. Liability

- 7.1 Neither Party excludes or limits liability to the other for death or personal injury as a result of its negligence in the performance, or purported performance of this Contract.
- 7.2 The Supplier's liability for corruption, or breach of confidentiality, or infringement of intellectual property rights, or infringement of data protection laws, shall be unlimited unless otherwise agreed in writing by the Parties.
- 7.3 The liability of either Party for direct loss of and/or damage to or of tangible property of the other shall be limited to five million pounds (£5,000,000) per claim. Neither Party shall have any liability for indirect or consequential loss or damage.
- 7.4 The Supplier will ensure that it has insurance cover in place throughout the Contract Period at its own expense with an insurer authorised to transact such business in the UK and registered with the Financial Conduct Authority, as follows:
- 7.4.1 public liability, of at least one million pounds (£1,000,000);
 - 7.4.2 employer's liability (where relevant), to meet the legal minimum requirement, which in the United Kingdom is currently five million pounds (£5,000,000); and
 - 7.4.3 professional indemnity, of at least one million pounds (£1,000,000) (where professional advice services being provided for the Council under this Contract) including run off cover for at least 6 years from the end of the Contract; and
 - 7.4.4 product liability of at least one million pounds (£1,000,000) (if any product is to be supplied by the Supplier);
 - 7.4.5 cyber insurance (if specifically requested in writing by the Council and the Contract relates to the provision of information technology services).

8. Documents

- 8.1 All advice notes, invoices, order notes, receipts and packing notes issued by the Supplier shall be clearly marked by the Supplier with the Supplier's name and address, the Purchase Order number, the item code, date of despatch, a description of the Goods and/or Services, the address of their

intended destination and the due delivery date.

9. Quality and Performance

- 9.1 The Goods and/or Services shall:
- 9.1.1 conform with the Specification;
 - 9.1.2 be brand new (unless specified otherwise);
 - 9.1.3 be of sound design, materials and workmanship;
 - 9.1.4 comply with any current legislation and standards specified, or where no standard is specified, comply with the relevant British standards or any equivalent recognised good trade practice;
 - 9.1.5 be fit for the purpose for which the Council has disclosed that they are being procured by the Council; and
 - 9.1.6 be capable of the required performance.
- 9.2 All Services performed under the Contract must be executed by the Supplier in a timely, efficient and professional manner to the reasonable satisfaction of the Council.
- 9.3 The time for delivery of Goods and/or performance of the Services is of the essence, unless otherwise agreed in writing between the Parties.
- 9.4 The Supplier shall, at the request of the Council, periodically attend review meetings with representatives of the Council, to discuss the Council's levels of satisfaction in respect of the Goods and/or Services and to agree any necessary action to either address areas of dissatisfaction.

10. DBS

- 10.1 When required by the Council, the Supplier will agree to and comply with (at its own expense) the Council's requirements in respect of DBS clearance prior to performance of the Contract and shall ensure compliance by its Employees with the Council's requirements in respect of DBS checks and clearance throughout the Contract Period.
- 10.2 If the Supplier is providing any service for any client of the Council's Children's Services, or Adult Social Care, or Public Health, directorates (or the equivalent) and the Supplier has any contact with any such client (or their records held by the Council), then unless the Council agrees otherwise in writing, the Supplier shall ensure that its relevant Employees have been subject to at least a standard DBS check, which is not older than 3 years and which has not revealed any convictions, provided that this shall be an Enhanced DBS check (or such other DBS check as the Council shall specify in writing to the Supplier, if any) if any such Employee has any direct or indirect contact with any child or Vulnerable Adult (or their records held by the Council) under this Contract.
- 10.3 The Supplier shall, at the Council's request, remove and/or replace any of its Employees in terms of the involvement in the provision of the Services if the Council reasonably believes that the individual in question is not qualified to perform the Services, or has behaved in an inappropriate fashion constituting misconduct, or as a result of any DBS Check is discovered to have any Convictions or any other personal history which renders it inappropriate for them to be engaged in the delivery of the Services. The Council shall not have any liability to the Supplier in respect of the application of this clause to any of the Supplier's Employees and the Supplier shall fully indemnify the Council against any resulting claim made by or on behalf of any such Employee.
- 10.4 Any breach of clauses 10.1 to 10.3 inclusive, shall be a repudiatory breach of this Contract.

11. Best Value Duty

- 11.1 The Supplier shall, at no cost to the Council, provide all reasonable assistance and support; and otherwise work collaboratively with the Council, in order to facilitate the Council's compliance

throughout the Contract Period with its statutory duty to obtain 'Best Value'.

12. Inspection and Testing

- 12.1 Before dispatching the Goods and/or starting provision of the Services, the Supplier shall allow the Council to inspect and test the Goods and/or Services for compliance with the Specification and/or any other provisions of the Contract. If, in the Council's reasonable opinion, the Goods and/or Services do not comply with the Specification, then the Council shall inform the Supplier either of the Council's intention to reject the Goods and/or allow the Supplier to start providing the Services, or of the remedial steps which must be undertaken by the Supplier to ensure compliance with the Specification.

13. Delivery

- 13.1 The Supplier shall deliver the Goods and/or Services as instructed in the Contract and shall obtain a receipt for them from an authorised officer of the Council.
- 13.2 The Council will allow the Supplier access to its premises as necessary for the delivery of the Goods and/or Services. The Council may refuse admission to any Employee, or require any Employee, to leave its premises, at any time and shall not be obliged to give the Supplier its reasons.
- 13.3 The Supplier shall abide by the Council's rules and regulations relating to its premises.

14. Extension of Time, Rescheduling, Cancellation and Force Majeure

- 14.1 If delivery of the Goods and/or performance of the Services is delayed due to Force Majeure, then the Council may agree to re-scheduling of such delivery/performance. Delay for any other reason shall be at the Supplier's risk and the Supplier shall be responsible for any additional costs incurred by the Council as a result of that delay.
- 14.2 Notification of any anticipated or actual delay must be immediately communicated to the Council by the Supplier, specifying the reasons for the delay.
- 14.3 If, in the reasonable opinion of the Council, it is inappropriate to reschedule delivery of the Goods and/or performance of the Services, then the Council may cancel the Purchase Order without incurring any liability for such cancellation.
- 14.4 Neither Party shall be liable to the other, or be in breach of this Contract, by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Goods and/or Services, if the delay or failure is due to Force Majeure (subject to clause 14.5).
- 14.5 If either Party is prevented or delayed in performing any of its obligations pursuant to this Contract by Force Majeure, then it shall diligently take all reasonable steps and act in good faith at all times in order to avoid or minimise any such failure caused by Force Majeure.

15. Risk and Title

- 15.1 Risk and title in Goods shall pass to the Council upon its acceptance of such Goods when delivered to the place and address specified in the Contract.
- 15.2 The Council reserves the right to take possession of all Goods to which it has title.

16. Damage or Loss in Transit

- 16.1 The Supplier shall restore or replace Goods lost or damaged in transit at its expense and to the Council's satisfaction.
- 16.2 Delivery shall not take place until such restoration or replacement has occurred to the satisfaction of the Council or replacement Goods have been accepted by the Council.

- 16.3 The Supplier shall not be deemed to have delivered Goods or performed Services unless the Council's authorised officer has confirming in writing their delivery and/or performance.

17. Rejection

- 17.1 Unless otherwise agreed in writing by the Parties, if, at any time within 90 days from the date of any delivery of Goods or supply of Services, the Goods and/or Services fail to comply with the Contract, the Council may, by written notice to the Supplier, reject the whole or any part of the Goods and/or Services. The Council may then (without prejudice to its other rights and remedies) accept replacement Goods and or re-performed Services from the Supplier at the Supplier's expense.

18. Price and Payment

- 18.1 The Council agrees to pay the Supplier either the total price for the Goods and/or Services which is stated in the Purchase Order (or otherwise agreed in writing between the Parties) within 30 days of the date of receipt of a valid and undisputed invoice, which (if the Supplier determines that VAT is payable) must comply with the requirements of HM Revenue & Customs for VAT purposes.
- 18.2 The Supplier shall submit its invoices to the Council's payment team at Paymentsteam@walsall.gov.uk (or such other address as the Council's authorised representative may instruct from time to time).
- 18.3 All prices and rates which are stated in the Purchase Order are exclusive of VAT (unless otherwise stated in the Purchase Order).
- 18.4 If the Council has informed the Supplier that an invoice is disputed by it, the issue will (unless otherwise agreed by the Parties) be referred in the first instance for resolution via the dispute resolution procedures which are referred to in clause 29.
- 18.5 If requested to do so by the Council, the Supplier shall accept payment of monies due by electronic funds transfer through BACS or other electronic payment means, as good discharge of the Council's indebtedness under the Purchase Order.
- 18.6 If any undisputed monies are not paid by the due date, then either Party (as applicable) may charge interest on such undisputed monies on a daily basis from the date falling 30 days from when payment fell due (or such other date as may be agreed in writing between the Parties), to the date of payment at the rate of 2% (two per cent) per annum over the base lending rate of the Bank of England from time to time. The Parties agree that this clause provides each of them with a substantial remedy in respect of any late payment of sums due for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998.

19. Set Off

- 19.1 The Council shall be entitled to set off against any sums due to the Supplier under the Contract any sums which become payable by the Supplier to the Council in relation to the Contract or any other contract or other arrangement between the Parties.

20. Confidentiality

- 20.1 Subject to legislative requirements, any Confidential Information supplied by the Council to the Supplier (including the existence and details of the Contract), shall be kept confidential and shall only be used by the Supplier for its performance of this Contract.
- 20.2 On the expiry or termination of the Contract for whatever reason, or at the Council's written request, the Supplier shall either immediately destroy, or immediately return to the Council, any Confidential Information provided to it pursuant to the Contract.
- 20.3 The Supplier will act in accordance with the FOIA, the EIR and all relevant codes of practice (and any other applicable codes of practice notified to the Supplier from time to time) to the extent that they apply to the Supplier's performance of this Contract.

- 20.4 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA and/or EIR, the text of the Contract is not Confidential Information and the Council shall be responsible for determining in its absolute discretion whether any part of the Contract is exempt from disclosure in accordance with the provisions of the FOIA or EIR.
- 20.5 The Supplier consents to the Council publishing of this Contract (including any changes made to it), and the Council's expenditure under it, to the general public in whatever form the Council decides.

21. Data Protection

- 21.1 The Supplier will comply with the Council's requirements (which may include entering into a data processing and/or sharing agreement) or instructions in respect of the Council's obligations pursuant to the Data Protection Legislation, including, but not limited to:-
- 21.1.1 not processing Personal Data outside the UK without the prior written consent of the Council; and
 - 21.1.2 the obligations of a Controller and/or Processor by ensuring and implementing all measures to ensure appropriate levels of security of Personal Data that is shared for the provision of the Services as required under the GDPR; and
 - 21.1.3 any reasonable instructions notified to it by the Council; and
 - 21.1.4 any further and/or additional requirements of the Council (as Controller) and Supplier (as Processor or Joint Controller) pursuant to the GDPR, at the Supplier's expense, including satisfying the Council (as Controller) with sufficient guarantees that the Supplier has implemented all appropriate technical and organisational measures to meet the GDPR's requirements and protect data subjects' rights.
- 21.2 The Supplier shall indemnify the Council against all and any loss arising from any breach by the Supplier of the GDPR's requirements in relation to this Contract.
- 21.3 The Supplier shall allow the Council to monitor the Supplier's compliance with its obligations in relation to Personal Data, from time to time, in such manner and to such extent as the Council deems appropriate.
- 21.4 The Supplier shall notify the Council without delay if it becomes aware of a Personal Data breach in relation to this Contract.
- 21.5 The Supplier shall fully cooperate with the Council in relation to a Personal Data breach and use its best endeavours to provide any information required by the Council about any such Personal Data breach.
- 21.6 The Supplier shall use its best endeavours to assist the Council in complying with Articles 33 and 34 of the GDPR.

22. Freedom of Information

- 22.1 The Parties agree that the decision about if any exemption applies to a request for disclosure of recorded information in relation to this Contract, is a decision solely for the Council.
- 22.2 Where the Council is managing a freedom of information request, the Supplier shall co-operate with the Council and shall respond within 5 days of any request by the Council for assistance in determining how to respond to a request for disclosure.

23. Equality and Human Rights

- 23.1 The Supplier shall comply with its obligations within the Equality Act 2010 in so far as they relate to the Goods and/or Services.

- 23.2 The Supplier shall support the Council to comply with the Armed Forces Covenant duty which was created by the Armed Forces Act 2006 (as amended by the Armed Forces Act 2021) and all other relevant anti-discriminatory legislation which relates to the Services. Any breach of this clause shall be a repudiatory breach of this Contract.
- 23.3 The Supplier shall at all times during the performance of its obligations under the Contract ensure that it does not infringe or restrict or inhibit in any way any person's human rights.
- 23.4 The Supplier shall indemnify and keep indemnified the Council against any claims brought under the Human Rights Act 1998 or the Equalities Act 2010 or the Armed Forces Act 2006 as a result of the Supplier's acts or omissions (or the actions or omissions of any employee, sub-contractor, agent or any other organisation or person acting on the Supplier's behalf).

24. Civil Contingencies

- 24.1 The Supplier shall prepare and implement a robust and viable business continuity plan within the requirements of the Civil Contingencies Act 2004 to ensure continuation of the supply of Goods and/or provision of Services throughout the Contract Period.

25. Compliance and Corruption and Termination

- 25.1 The Supplier shall at all times comply with all applicable laws, including statutes, regulations and bye-laws of local or other competent authorities when providing the Services.
- 25.2 The Supplier shall not do anything, or omit to do anything, which may be considered to be an inducement to the Council or its officers. Any such inducement shall be deemed to be a repudiatory breach of this Contract.
- 25.3 The Council may serve notice on the Supplier at any time during the Contract Period to terminate this Contract (and recover all its loss) if the Supplier (or anyone acting on its behalf) does any of the following:
- 25.3.1 directly or indirectly offers, promises or gives any person working for or engaged by the Council a fee, or reward, or financial or other advantage (other than their proper remuneration) to induce that person to perform improperly a relevant function or activity, or to reward that person for improper performance of a relevant function or activity;
 - 25.3.2 directly or indirectly requests, agrees to receive or accepts any financial or other advantage as an inducement or fee or reward for improper performance of a relevant function or activity in connection with this Contract;
 - 25.3.3 commits any offence:
 - (i) under the Fraud Act 2006, or the Bribery Act 2010, or the Counter-Terrorism and Security Act 2015, or the Modern Slavery Act 2015, or under any other legislation creating any offences concerning fraudulent acts;
 - (ii) at common law concerning fraudulent acts relating to this Contract or any other contract between the Parties.
 - 25.3.4 defrauds, or attempts to defraud, or conspires to defraud, the Council.
- 25.4 The Supplier's liability under clause 25.2 and 25.3 shall be unlimited.

26. Termination

- 26.1 Unless otherwise terminated, this Contract shall terminate automatically upon the expiry of the Contract Period, or upon the Supplier completing delivery of all Goods and/or performing all Services in accordance with the requirements of this Contract.
- 26.2 Notwithstanding the Parties' rights to otherwise terminate the Contract, either Party may also terminate the Contract upon giving at least 30 days' written notice to the other at any time.

- 26.3 On the expiry or termination of the Contract for any reason, the Supplier shall:
- 26.3.1 promptly return all Council property, including software and data in the Supplier's custody, possession or control to the Council (or any person designated by the Council in writing); or
 - 26.3.2 if directed by the Council in writing, dispose of all Council property, including software and data in the Supplier's custody, possession or control.
- 26.4 The Council may serve notice on the Supplier to terminate this Contract immediately, or on giving such notice period as the Council shall consider appropriate (if any), if (in the Council's opinion, acting reasonably) the Supplier (a) fails to deliver the Goods/Services on time (time being of the essence), or (b) commits any breach of this Contract which is stated to be a 'repudiatory breach' in this Contract, or which is a repudiatory breach as a matter of law, or (c) commits any breach of this Contract and fails to rectify this in accordance with any default notice served on it by the Council, or (d) brings the Council's good name into disrepute, or otherwise exposes the Council to undue public criticism, or (e) becomes bankrupt or insolvent, (f) has had an administrator, receiver or liquidator appointed, or (g) is unable to pay its debts with the meaning of either of sections 123 or 268 of the Insolvency Act 1986, or (h) ceases trading, or has threatened to do so, or (i) has commenced negotiations, or entered into any agreement with, any or all of its creditors to reschedule its debts, or (j) has been notified by any regulatory authority with whom it must be registered, that its registration has been suspended or cancelled, or (k) the Supplier commits any breach of either clauses 23.1 and 23.2, or clauses 25.2 or 25.3, or section 33 (Modern Slavery and Inhuman Treatment).

27. Notices

- 27.1 Any notice given pursuant to this Contract by one Party to the other must be in writing and in English, signed by or on behalf of the Party giving it and served to the address set out set in the Purchase Order (or such other address which is notified in writing by that Party to the other Party from time to time for the purposes of this clause) by:
- 27.1.1 personal delivery by hand, or sending it by first class mail or registered post (or International Signed Delivery (or its equivalent) in the case of an address for service outside the United Kingdom); or
 - 27.1.2 email (if specifically agreed by the Parties), provided that any such email does not generate any automated error message (or other message) indicating that the email which has been sent has not been received by the intended recipient.

28. TUPE and Pensions

- 28.1 The Supplier shall consider whether or not TUPE applies to the provisions of any Services under this Contract and comply diligently with its applicable obligations under TUPE.
- 28.2 If TUPE applies to this Contract, the Supplier shall comply with all its obligations under TUPE, co-operate as reasonably practical with the Council, any Outgoing Supplier or a Successor, in ensuring that information required in accordance with TUPE is provided and shall indemnify the Council in full (for its benefit and for any Successor) against all costs, expenses, damages and losses (whether direct or indirect) including any interest, penalties, and legal and other professional fees and expenses awarded against or incurred by the Council or a Successor arising out of any:
- 28.2.1 act or omission (including any alleged act or omission) of the Supplier in respect of any Employee or any Subsequent Transferring Employee; or
 - 28.2.2 breach by the Supplier of its obligations under TUPE; or
 - 28.2.3 claim or allegation by an Employee or any other Council employee or of an Outgoing Supplier or any Subsequent Transferring Employee that there has or will be a substantial change in their working conditions to his or her detriment within regulation 4(9) TUPE.
- 28.3 If TUPE applies at the commencement of this Contract the Supplier shall:
- 28.3.1 be liable for the pension provisions and entitlements of any transferring Employee;

- 28.3.2 make such pension provisions in respect of any transferring Employee as complies with any relevant obligations in law (including, without limitation) the Transfer of Employment (Pension Protection) Regulations 2005);
- 28.3.3 provide a broadly comparable pension scheme for any transferring Employee;
- 28.3.4 comply with and ensure that any sub-contractor complies with The Best Value Authorities Staff Transfers (Pensions) Direction 2007.

28.4 The Supplier confirms that the Council will be permitted to disclose any information required by or in accordance with TUPE that the Supplier has disclosed to the Council in summary and/or anonymised form (as appropriate) to any person who has been invited to tender for the provision of the Services (or similar services) and to any prospective Successor.

29. Dispute Resolution Procedure

29.1 If there is any dispute between the Parties in relation to the Contract or the Goods or Services, the Parties agree to conciliate in good faith without delay and (if need be) to refer their dispute to any reasonable dispute resolution procedure as required by the Council (including formal mediation) before referring the dispute to the jurisdiction of the courts.

30. Contracts (Rights of Third Parties) Act 1999

30.1 This Contract does not confer (and is not intended to confer) any rights on any third party, whether pursuant to the Contracts (Rights of Third Parties) Act 1999, or otherwise.

31. Governing Law and Jurisdiction

31.1 This Contract shall be governed by English law and the jurisdiction of the English courts.

32. National Fraud Initiative

32.1 The Supplier acknowledges and shall respect that the Council is required to protect any public funds that it administers and as such the Council may, in order to prevent and detect fraud and for other lawful purposes, be required to share information with other Council services and with other bodies responsible for auditing and administering public funds; and participate in data matching exercises. The Supplier shall therefore at all times cooperate in good faith with the Council without delay to enable the Council to access relevant information controlled by the Supplier, for the said purposes.

33. The Modern Slavery Act 2015 and Inhuman Treatment

- 33.1 The Supplier shall not use, nor allow its sub-contractors to use forced, bonded or involuntary prison labour to facilitate the performance of its obligations under this Contract.
- 33.2 The Supplier shall not confiscate or withhold its Employee's identity documents (or other personal property) so as to force their employment or to restrict their freedom of movement.
- 33.3 The Supplier confirms that it has not been convicted of any slavery or human trafficking offences anywhere around the World and that to the best of its knowledge it is not currently under investigation, inquiry or subject to enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the World.
- 33.4 The Supplier shall comply (and ensure compliance by its sub-contractors) with the Modern Slavery Act 2015.
- 33.5 The Supplier shall ensure that all wages and benefits paid to its Employees for a standard working week comply with all applicable national legal standards in England and Wales, in particular (without limitation) compliance with the National Minimum Wage and the National Living Wage.

- 33.6 The Supplier shall ensure that the working hours of its Employees (excluding overtime) are defined by their contract of employment and do not exceed 48 hours per week unless the relevant individual has agreed to this voluntarily in writing.
- 33.7 The Supplier shall not subject any its Employees to coercive control, or any other form of treatment to restrict their freedom of movement or personal freedom.

RDA. V6.23 July 2025