

DATE OF AGREEMENT:

**AGREEMENT BETWEEN
THE NORTH LONDON WASTE AUTHORITY
AND**

[]

CONTRACT FOR THE PROVISION OF WASTE EDUCATION SERVICES

North London Waste Authority
Unit 1B Berol House
25 Ashley Road
Tottenham Hale
London
N17 9LJ

CONTENTS PAGE NO.

1. DEFINITIONS AND CONSTRUCTION 2
2. CONTRACT PERIOD 5
3. THE SERVICES 5
4. AGENCY 6
5. THE CONTRACTOR'S REPRESENTATIVE AND CONTRACTOR STAFF 6
6. SECURITY 9
7. HEALTH AND SAFETY 9
8. OBSERVANCE OF STATUTORY REQUIREMENTS 9
9. EQUAL OPPORTUNITIES 9
10. INTELLECTUAL PROPERTY RIGHTS 10
11. INDEMNITY AND INSURANCE 11
12. ASSIGNMENT AND SUB-CONTRACTING 12
13. SUFFICIENCY OF INFORMATION 12
14. CONTRACT PRICES 12
15. PAYMENT OF CONTRACT PRICE 12
16. AUDIT 13
17. CONFIDENTIALITY 13
18. DEFAULT 14
19. TERMINATION OF THE CONTRACT 15
20. DATA PROTECTION 20
21. RECOVERY OF SUMS DUE TO NLWA 22
22. INCONSISTENCY 22
23. THIRD PARTY RIGHTS 22
24. WHOLE CONTRACT 22
25. WAIVER 23
26. LAW OF THE CONTRACT 23
27. NOTICES 23
28. SEVERANCE 24
29. CHANGE OF ADDRESS 24
30. RIGHTS CUMULATIVE 24
31. VARIATION 24
32. DISPUTE RESOLUTION 24
33. PUBLIC ACCESS TO INFORMATION 24

SCHEDULE 1: SCOPE OF SERVICES

SCHEDULE 2: CONTRACT PRICE

SCHEDULE 3: KEY STAFF

SCHEDULE 4: TENDER DECLARATION FORM

SCHEDULE 5: METHOD STATEMENTS

SCHEDULE 6: PROCESSING, PERSONAL DATA AND DATA SUBJECTS

"Contract" means the agreement entered into between NLWA and the Contractor embodying these Conditions, Schedules 1-6 and all documents annexed hereto. It shall also include any other document agreed during the period of the Contract to be incorporated into the Contract;

"Contractor's Representative" means the representative of the Contractor specified in Schedule 3 (Key Staff) as the Contractor's representative) and shall include such persons that may be nominated by the Contractor and accepted by NLWA to act as the representative of the Contractor for the purpose of delivering the Services;

"Contractor Staff" means the persons specified in Schedule 3 (Key Staff) and all persons employed by the Contractor together with the Contractor's servants, agents, suppliers, Contractors and sub-contractors (and all persons employed by any sub-contractor together with the sub-contractors' servants, Contractors, agents and suppliers) used in the performance of its obligations under this Contract;

"Contract Period" means the period set out in clause 2.1 as the Initial Term and in the event that NLWA exercises its discretion to extend the Initial Term, shall include the Extended Term set out in clause 2.2;

"Contract Price" means the charges exclusive of VAT payable to the Contractor by NLWA during the Services in accordance with these Conditions and as set out in Schedule 2;

"Constituent Boroughs" mean London Boroughs of Barnet, Camden, Enfield, Hackney, Haringey, Islington and Waltham Forest;

"Default" means any failure to fulfil an obligation or promise or to perform specified acts under the Contract;

"Deliverable" means any data, report, drawing, Scope of Services, design, invention, plan, program, document, contract, and/or other material produced by or to be produced by or acquired by or to be acquired by the Contractor in the course of the delivery of the Services as set out in the Scope of Services;

"Environmental Information Regulations" means the Environment Information Regulations 2004 and any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations;

"Good Industry Practice" means the exercise of that degree of skill, diligence and foresight which would reasonably and ordinarily be expected from a skilled and experienced service provider engaged in the provision of services similar to the Services under the same or similar circumstances as those applicable to the Contract and which are in accordance with any codes of practice published by relevant trade associations;

"Intellectual Property" means:

- a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, service marks, logos, database rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, design rights (whether registerable or otherwise), know-how, trade secrets and, moral rights and other similar rights or obligations whether capable of being registered or not in any country (including but not limited to the United Kingdom);

- b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction.

“Intellectual Property Rights” shall include the right to exploit any Intellectual Property or any right which is similar or analogous to any Intellectual Property; any moral right; any licence, right or interest of any kind arising out of or granted or created in respect of any Intellectual Property; all other rights whether registerable or not having equivalent or similar effect in any country or jurisdiction (including but not limited to the United Kingdom) and the right to sue for passing off;

“Method Statements” means the Contractor’s response to the invitation to tender from NLWA, as appended hereto at Schedule 5 (Method Statements) and forming part of the Contract;

“Programme” means the timetable agreed between the Parties for completion of the Services as set out in the Scope of Services and as may be agreed between the Parties;

“Services” mean the provision of waste education services in accordance with the Contract and as set out in the Scope of Services and the Method Statements and including any modification thereof as may from time to time be made in accordance with clause 3 and in the event of extension of the Initial Term by NLWA under clause 2.2 shall include the Services to be delivered in the Extended Term;

“Session” means the delivery of cross-curricular training, workshops, events and assemblies in accordance with the Scope of Services at a minimum of fourteen (14) schools agreed between the Contractor and NLWA (with a minimum of two schools for each of the seven Constituent Boroughs) as detailed in paragraph 1 of the Scope of Services and shall include the five (5) mandatory Sessions set out in paragraph 1.5 of the Scope of Services; and

“Scope of Services” means NLWA’s requirements for the Services appended to the Invitation to tender and annexed hereto at Schedule 1 (Scope of Services) and forming part of the Contract;

- 1.2. A reference to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, etc. as amended or re-enacted, from time to time.
- 1.3. The headings to these Conditions are for ease of reference only, and shall not affect the construction of the Contract.
- 1.4. All references to the masculine shall include the feminine, and all references to the singular shall include the plural and words importing individuals shall be treated as importing corporations and vice versa.
- 1.5. Where the Contractor is more than one person those persons shall be jointly and severally liable under the Contract. References to the Contractor shall include its successors and assignees.
- 1.6. Reference to employees, personnel, staff and managers of the Contractor and NLWA shall include references to all persons engaged by the Contractor or NLWA as appropriate in the performance of the Services and shall (if the context so permits) include references to the personnel of any sub-Contractor of the Contractor or NLWA.

2. CONTRACT PERIOD

- 2.1. The Contract shall commence on the Commencement Date and shall continue in force (subject as hereinafter provided and to earlier termination in whole or in part in accordance with these Conditions) until 31 March 2019 (“Initial Term”).
- 2.2. Prior to the expiry of the Initial Term, NLWA may, in its sole discretion, extend the Contract Period for a period of 12 (twelve) months until 31 March 2020 (“Extended Term”) subject to the same terms and conditions as the Initial Term including terms as to Contract Price and payment clauses. The programme for delivery of the Services for the Extended Term shall be agreed between the Parties prior to the expiry of the Initial Term.

3. THE SERVICES

- 3.1. The Contractor shall throughout the Contract Period carry out and complete the Services in accordance with the Scope of Services, the Method Statements and this Contract.
- 3.2. The Contractor shall complete the Services in accordance with the Programme and Good Industry Practice.
- 3.3. The Contractor shall provide the Authorised Officer with such reports of its work on the Services at such intervals and in such form as the Authorised Officer may from time to time require, as set out in the Programme, Scope of Services or otherwise in these Conditions.
- 3.4. NLWA may at its sole discretion by notice to the Contractor to modify its requirements in relation to the Services. Any alteration to the Contract Prices or the Programme arising by reason of such modification shall be subject to fair and reasonable adjustment to be agreed between NLWA and the Contractor. The modification shall be affected by an exchange of letters between the parties and shall then be incorporated into the Contract.
- 3.5. The Contractor(s) shall work to the agreed targets and indicators set out in the Scope of Services and Programme.
- 3.6. If the Contractor is unable or fails to deliver the Services or any part thereof in accordance with the requirements of clause 3.1, NLWA may itself provide or may employ and pay other persons to deliver the Services or any part thereof and all costs incurred thereby may be deducted from any sums due to the Contractor under the Contract or shall be recoverable from the Contractor by NLWA as a debt. NLWA’s right under this clause 3.6 shall be without prejudice to any other rights or remedies which it may possess.
- 3.7. The Contractor shall at all times comply with the directions of the Authorised Officer.
- 3.8. Wherever the Scope of Services requires the Contractor to provide a Deliverable:
 - 3.8.1. such Deliverable will be delivered in the form prescribed and in accordance with the Scope of Services. If no such form is prescribed in the Scope of Services, the Contractor will provide Deliverables in a professional form to the requirements (including as to time of delivery) notified to the Contractor by the Authorised Officer;
 - 3.8.2. NLWA may accept such Deliverable or reject it in its reasonable discretion on the grounds that such Deliverable is (in whole or in part) not of satisfactory quality and/or does not meet the brief set out in the Scope of Services or the requirements otherwise made known to the Contractor by NLWA;

- 3.8.3. NLWA will not reject any Deliverable (wholly or in part) without providing written reasons to the Contractor as to why such Deliverable has been rejected;
- 3.8.4. any dispute as to whether NLWA has correctly exercised its right to reject any Deliverable reasonably shall be resolved in accordance with clause 32 (Dispute Resolution); and
- 3.8.5. any Deliverables which are rejected shall be replaced by the Contractor (at no extra charge to NLWA) by Deliverables which are satisfactory to the Authorised Officer in accordance with the timescale set out in the Scope of Services or as may be specified by NLWA.

4. AGENCY

- 4.1. Neither the Contractor nor its personnel shall in any circumstances hold itself out as being the employee or agent of NLWA or as being authorised to enter into any contract on behalf of NLWA or in any other way bind NLWA to the performance, variation, release or discharge of any obligation.

5. THE CONTRACTOR'S REPRESENTATIVE AND CONTRACTOR STAFF

- 5.1. The Contractor shall make available for the purposes of the Services any individuals named in Schedule 3 (Key Staff) as key personnel and the person so named as the Contractor's Representative in Schedule 3 (Key Staff). Notices, information, instructions or other communications given to the Contractor's Representative shall be deemed to have been given to the Contractor.
- 5.2. The Contractor shall not without prior written approval of the Authorised Officer make any changes to the key personnel referred to in Schedule 3 (Key Staff), except where these personnel cease to work for the Contractor.
- 5.3. If the Authorised Officer gives the Contractor notice that any person is to be removed from involvement in or should not be involved in the Services, the Contractor shall take all reasonable steps to comply with such notice. This right of the Authorised Officer shall not be exercised unreasonably, or vexatiously, and shall be based purely upon an assessment that the person has been guilty of misconduct or inappropriate behaviour, or is not sufficiently able, skilled or experienced for his / her role within the Services.
- 5.4. The Contractor shall be entirely responsible for the employment and terms of employment of the Contractor Staff employed in connection with the provision of the Services under this Contract.
- 5.5. The Contractor will employ sufficient Contractor Staff to ensure that all of the Services are provided at all times and in all respects in complete conformity with the Scope of Services. This will include, but not be limited to, the Contractor providing a sufficient reserve of trained and competent Contractor Staff to provide the Services during staff holidays or absence due to sickness or voluntary absence.

- 5.6. NLWA reserves the right to reject Contractor Staff whom they consider to be unsuitable for the duties proposed. Where the Contractor Staff are rejected the Contractor shall supply alternative Contractor Staff. In addition, the Authorised Officer may (but not unreasonably or vexatiously) instruct the Contractor to or to remove from work in or about the provision of the Services any Contractor Staff and the Contractor shall immediately comply with such instruction, shall, as soon as it is reasonably practicable thereafter provide a substitute.
- 5.7. The Contractor shall ensure that any Contractor Staff to whom reference is made by name in Schedule 3 (Key Staff) are actively involved in the provision of the Services or are replaced with the Contractor Staff acceptable to the Authorised Officer. The Contractor acknowledges that if it is ever the wish of the Contractor to change the Contractor Staff committed to provide the Services as provided for in the Scope of Services it shall first give notice of such wish to the Authorised Officer explaining the reasons for such wish together with full details of any proposed replacement of the Contractor Staff. NLWA shall be under no obligation to approve or accept any such replacement. If any of the Contractor Staff referred to in the Scope of Services cease, in the reasonable opinion of NLWA, to provide and be responsible for the provision of the Services and the quality of those Services suffer then NLWA may terminate the Contract in accordance with Clause 19 paying only for the Services provided up to the date of such termination.
- 5.8.1.1 The Contractor shall procure that all Contractor Staff performing any of the Services during the Contract Period who will or may in the course of their employment or engagement have access to Service users, children or other vulnerable persons:
- 5.8.1 are questioned concerning their Convictions; and
 - 5.8.2 obtain two satisfactory references, one of which must be from the present or most recent employer. All requests for references should say that the post is exempt from Section 4 (2) of the Rehabilitation of Offenders Act 1974 by virtue of the Rehabilitation of Offenders Act 1974 by virtue of the Rehabilitation of Offenders Act (Exemptions) Order 1975; and
 - 5.8.3 obtain standard and enhanced disclosures from the Disclosure and Barring Service in accordance with Part V of the Police Act 1997 including a check against the children's barred list, as appropriate before the Contractor engages the potential staff or persons in the provision of the Services. The Contractor shall take all necessary steps to procure that such potential staff or persons obtain standard and enhanced disclosures from the Disclosure and Barring Service including, without limitation, the Contractor being registered with the Disclosure and Barring Service (the "DBS");
- 5.9 The Contractor shall forward to NLWA upon request the results of the checks referred to in Clauses 5.8.1, 5.8.2 and 5.8.3 and the Contractor shall procure that no person who is barred by the DBS, or discloses any Convictions upon being questioned about their Convictions in accordance with Clause 5.8.1, or who is found to have any Convictions following receipt of standard and enhanced disclosures from the DBS in accordance with Clause 5.8.2, or who fails to obtain standard and enhanced disclosures from the DBS upon request by the Contractor in accordance with Clause 5.8.2 is employed without NLWA's Approval.

- 5.10 The Contractor shall procure that NLWA is kept advised at all times of any Contractor Staff engaged in the provision of the Services who, subsequent to his/her commencement of the provision of the Services receives a Conviction or whose previous Convictions become known or whose status changes with the DBS.
- 5.11 The Contractor shall not and shall procure that the Contractor Staff shall not::
- 5.11.1 corruptly solicit or receive any bribe or other consideration from any person, or fail to account for monies or property received in connection with duties under this Contract;
 - 5.11.2 be uncivil to persons encountered in the course of work, or make unnecessary use of authority in connection with the discharge of their obligations under this Contract;
 - 5.11.3 act in a manner reasonably likely to bring discredit upon NLWA;
- 5.12 The Contractor shall attend minuted review meetings (each such meeting being a "Review"), as required by the Authorised Officer or as set out in the Scope of Services, to discuss the progress of the Services and if applicable, NLWA's levels of satisfaction in respect of the Services and to agree any necessary action to address areas of dissatisfaction. The Contractor will not obstruct or withhold its agreement to any such necessary action. Such Reviews shall be attended by the Contractor's Representative together with any other relevant attendees. The Parties shall agree a standing agenda for such Reviews.
- 5.13 The parties acknowledge that the Contractor is a Regulated Activity Provider with ultimate responsibility for the management and control of the Regulated Activity provided under this Contract and for the purposes of the Safeguarding Vulnerable Groups Act 2006. Unless otherwise defined in this Contract, terms used in this clause 5 shall have the same meaning as the definitions of the terms in the Safeguarding Vulnerable Groups Act 2006 as amended from time to time.
- 5.14 The Service Provider shall:
- 5.14.1 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 including a check against the children's barred list; and
 - 5.14.2 monitor the level and validity of the checks under this clause 5.14.2 for each member of staff engaged in the provision of the Services.
 - 5.14.3 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 children.
- 5.15 The Contractor 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 Contractor 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.
- 5.16 The Contractor shall immediately notify NLWA of any information that it reasonably requests to enable it to be satisfied that the obligations of this clause 5 have been met.
- 5.17 The Contractor 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 children.

6. SECURITY

- 6.1. Where under the Contract the Contractor's staff need to use or enter NLWA's premises, the Contractor shall ensure that all its personnel and visitors at all times maintain the security of such premises.
- 6.2. NLWA may issue to the Contractor's personnel who are authorised to have access to NLWA's premises for the purposes of the Services, security passes in such form as NLWA determines.
- 6.3. The Contractor shall comply with NLWA's security arrangements.

7. HEALTH AND SAFETY

- 7.1. The Contractor shall at all times comply with the requirements of the Health and Safety at Work Act 1974 etc, and of any other provisions of any Acts, regulations, orders or rules of law pertaining to health, safety and welfare, applying to work being carried out by the Contractor.

8. OBSERVANCE OF STATUTORY REQUIREMENTS

- 8.1. The Contractor shall comply with all legislation and other statutory provisions and codes of practice to be observed and performed in connection with the Services.

9. EQUAL OPPORTUNITIES

- 9.1. As a manager, employer and Contractor for services , the Contractor shall do all it reasonably can to seek the elimination of all forms of discrimination in its employment practices, ensuring that in the management and provision of the Services no person is discriminated against whether directly or indirectly or by way of victimisation or harassment in relation to sex, religion, race, disability, colour, nationality, ethnic or national origins, marital status, maternity, paternity, gender reassignment, age, part time or temporary status and sexual orientation in accordance with an established single equality scheme (as amended from time to time) and shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010, the Human Rights Act 1998 or other relevant legislation, or any statutory modification or re-enactment thereof (the "Discrimination Acts") together with any guidance or codes of practice issued by the relevant government departments concerning the Discrimination Acts. The Contractor shall provide a copy of its equal opportunities policy to NLWA upon request.
- 9.2. The Contractor shall follow all relevant codes of good practice including those produced by the Equality and Human Rights Commission and its successors.
- 9.3. In the event of any judicial or other official finding of unlawful discrimination by the Contractor, the Contractor shall take all reasonable steps to prevent a repetition of the unlawful discrimination and shall provide details of those steps to NLWA upon request.
- 9.4. The Contractor shall provide such information as NLWA may reasonably request for the purpose of assessing the Contractor's compliance with this clause.

9.5. NLWA is a public authority for the purpose of the Human Rights Act 1998, and the Provider is providing services to service users on NLWA's behalf. The Provider shall therefore act compatibly with the Convention rights set out in that Act, in all aspects of providing the Service.

9.6. The Contractor shall, at its own cost, carry out such Equalities Impact Assessments as are required by NLWA from time to time.

10. INTELLECTUAL PROPERTY RIGHTS

10.1. All Intellectual Property Rights of the Services provided to NLWA which are prepared, conceived or developed by the Contractor in the provision of the Services, whether or not used by NLWA, shall belong to NLWA and shall vest absolutely in NLWA.

10.2. The Contractor assigns to NLWA with full title guarantee and free from all third party rights, the Intellectual Property Rights and all other rights related to the delivery of the Services (including the Deliverables).

10.3. The Contractor shall, promptly at NLWA's request, do or procure to be done all such further acts and things and the execution of all such other documents as NLWA may from time to time require for the purpose of securing for NLWA the full benefit of the Contract and the Deliverables including all right, title and interest in and to the Intellectual Property Rights and all other rights assigned to NLWA in accordance with this Contract.

10.4. Unless otherwise agreed in writing by the Parties, all materials, equipment and tools, drawings, Scope of Services and data supplied by NLWA to the Contractor shall at all times, be and remain the exclusive property of NLWA but shall be held by the Contractor in safe custody at its own risk and maintained and kept in good condition by the Contractor until returned to Authority and shall not be disposed of or used other than in accordance with NLWA's written instructions and approval.

10.5. The Contractor agrees to indemnify and keep NLWA fully indemnified against any costs, claims, proceedings, expenses and demands arising from the use, application, supply or delivery of any Deliverable, process, article, matter or thing supplied under this Contract that would constitute or is alleged to constitute any infringement of any person's Intellectual Property Rights.

10.6. The Contractor shall retain copyright in all its working papers, and notes and feedback forms completed for the purpose of the Services, provided that:

(a) a copy of all feedback forms are given to NLWA with the final report; and

(b) the Contractor continues to observe the provisions of clause 17 below in relation to such documents.

Contractor

10.7. This clause shall survive the termination of this Contract, howsoever arising.

11. INDEMNITY AND INSURANCE

11.1. The Contractor's liability to NLWA in contract (including for breaches of both express terms and terms implied by statute) and in tort shall be subject to the following:

- (a) in any case where the Contractor, by its negligence or wilful misconduct, causes injury to or the death of any person, then the Contractor's liability for such injury or death will be unlimited;
- (b) in any case where the Contractor, by its negligence or otherwise, is responsible for damage to or loss of any physical property, then the Contractor's liability in respect of any one event or series of connected events will not exceed £5,000,000 (five million pounds);
- (c) in all other cases, the Contractor's liability, whether in contract, by way of negligence or otherwise, and including punitive or consequential losses, will not exceed £1,000,000 (one million pounds).

However this excludes costs incurred by the Contractor in rectifying or re-performing work done under the Services which NLWA has notified is not satisfactory and which the Contractor accepts needs to be rectified. Therefore in assessing the caps on liability referred to in sub-paragraphs (a) - (c) above, resources expended by the Contractor in such rectification shall not be counted against the cap.

- 11.2. If the Contractor (being an individual) represents that he or she is regarded by both the Inland Revenue and the Department of Social Security as self-employed he or she shall accordingly indemnify NLWA against any tax, value added tax, national insurance contributions or similar tax for which NLWA may be liable in respect of the Contractor by reason of this Contract.
- 11.3. The Contractor shall maintain such public liability and other insurances as are necessary to cover any liability arising under clauses 11.1 and 11.2. Such insurance cover shall have an indemnity limit of not less than £5,000,000 (Five million pounds) in the case of public liability insurance, in respect of any one incident. .
- 11.4. The Contractor shall throughout the period of the Contract maintain insurance in respect of personal injury to or the death of any person arising under a contract of service with the Contractor and arising out of an incident occurring during the course of such person's employment in compliance with the Employers' Liability (Compulsory Insurance) Act 1969 and any statutory orders made thereunder or any amendment or re-enactment thereof.
- 11.5. The Contractor shall prior to the Commencement Date and thereafter upon request, supply to the Authorised Officer a copy of the policies effecting the insurances referred to in clauses 11.4 and 11.5 together with documentary evidence that such insurances are properly maintained.
- 11.6. NLWA shall not in any event be liable to the Contractor for any indirect or consequential loss whatever and however caused.
- 11.7. The Contractor's liability to indemnify NLWA arising under clauses 11.1, 11.2, 11.3 and 11.4 above shall be without prejudice to any other right or remedy available to NLWA.
- 11.8. This clause shall survive the termination of this Contract, howsoever arising.

12. ASSIGNMENT AND SUB-CONTRACTING

- 12.1. NLWA shall be entitled to assign the Contract or any part thereof and shall give written notice of any assignment to the Contractor.

12.2. The Contractor shall not:-

- (a) assign the Contract or any part thereof or the benefit or the advantage of the Contract or any part thereof;
- (b) sub-contract the whole of the Services;
- (c) sub-contract any part of the Services to any person without the prior written consent of NLWA. If given, such consent shall not relieve the Contractor from any liability or obligations under the Contract and the Contractor shall be responsible for the acts, defaults, inactions or neglect of any sub-Contractor, its employees or agents in all respects as if they were the acts, defaults, inactions or neglect of the Contractor, its employees or agents, notwithstanding that NLWA shall require as a condition of giving any consent to sub-contract a direct warranty or undertaking from the sub-Contractor concerning the work in connection with the Services and compliance with the Contract in all respects.

13. SUFFICIENCY OF INFORMATION

13.1. The Contractor in submitting its Contract Price (Schedule 2), Tender Declaration Form (Schedule 4) and Method Statements (Schedule 5) warrants, represents to and undertakes with NLWA that it has satisfied itself before submitting Contract Price, Tender Declaration Form and Method Statements as to the accuracy and sufficiency of the Contract Price stated by the Contractor which shall (except insofar as is otherwise provided in the Contract) cover all the Contractor's obligations under the Contract and shall be deemed to have obtained for itself all necessary information as to risks, contingencies and any other circumstances which might affect the Contractor's tender or quotation.

14. CONTRACT PRICES

14.1. The Contract Price shall include all costs of providing the Services howsoever incurred including (without limitation) the costs of all labour, equipment, accommodation, fuel, materials, purchasing and maintaining vehicles and equipment, travelling, all accounting and banking systems and all costs, charges, expenses and outgoings of whatever nature incurred by the Contractor in performing its obligations under the Contract and the Services.

14.2. The Contract Price is fixed and may not be varied at any time otherwise than in accordance with the provisions of the Contract.

14.3. Upon being satisfied that the Contractor has provided the Service to NLWA's satisfaction, NLWA agrees to pay the Contractor the Contract Price in the manner set out in clause 15 and the Scope of Services.

15. PAYMENT OF CONTRACT PRICE

15.1. Subject to clauses 15.2 and 15.3, NLWA shall make payment for all undisputed invoices submitted by the Contractor in accordance with the timetable as set out below:

15.1.1 one invoice for 30% of the total Contract Price will be submitted to the Authorised Officer once all 14 schools comprising of a minimum of two schools per Constituent Borough have confirmed participation.

- 15.1.2 one invoice for 50% of the total Contract Price will be submitted to the Authorised Officer upon satisfactory completion of a minimum of 84 Sessions across all 14 schools (12 sessions per Constituent Borough) .
- 15.1.3 one invoice for 20% of the total Contract Price will be submitted to the Authorised Officer after the final report has been agreed with the Authorised Officer and the close out meeting has taken place.
- 15.2. For avoidance of doubt, if the Contractor does not complete the key milestones set out in Table 1 paragraph 9.4 of the Scope of Services then the Services will be treated as incomplete and not eligible for payments as detailed in the Scope of Services.
- 15.3. The Contractor shall not be entitled to submit the invoice for its charges on completion of the final report (20% of the Contract Price in accordance with clause 15.1.3) until NLWA has confirmed that it is satisfied with the quality and content of the report submitted by the Contractor in relation to the Services.
- 15.4. Payments of all undisputed invoices are due 30 days after receipt of the undisputed invoice by NLWA.
- 15.5. In addition to the sum referred to in clause 15.1, NLWA shall pay to the Contractor such Value Added Tax (if any) as may be properly chargeable by the Contractor in connection with the performance of the Services under legislation from time to time in force if NLWA shall have received from the Contractor a proper tax invoice in respect thereof.

16. AUDIT

- 16.1. For the purpose of conducting any audit investigation of the Contract, the Contractor shall until three years after the end of the Contract and on receipt of at least one day's notice provide all facilities and allow full access to NLWA or its auditors to:
- (i) all offices and premises of the Contractor for the purpose of inspecting records and documents in the possession, custody or control of the Contractor in connection with the Services;
 - (ii) all technology, resources, systems and procedures used or proposed to be used in connection with the Services; and
 - (iii) its staff for the purpose of interviewing them.
- 16.2. The Contractor shall by a term in any authorised sub-contract secure a similar right of access for NLWA and its auditors for the purpose of conducting any audit investigation of the Contract.

17. CONFIDENTIALITY

- 17.1. The Contractor shall keep confidential any information obtained by reason of the Contract and shall not without the written consent of the Authorised Officer during the Contract Period or any time thereafter make use of such information for its own purposes, or disclose to any person (except as may be required by law), the Contract documents or any information contained therein or in any material provided to the Contractor by NLWA pursuant to the Contract or prepared by the Contractor pursuant to the Contract, all of which information shall be deemed to be confidential.
- 17.2. Neither the Contractor nor its personnel shall divulge or dispose of or part with possession, custody, or control of any confidential material or information provided to the Contractor by NLWA pursuant to the Contract or prepared or obtained by the Contractor pursuant to the Contract, other than in accordance with the express written instructions of the Authorised Officer.
- 17.3. The Contractor shall take all reasonable steps as shall from time to time be necessary to ensure compliance with the provisions of clauses 17.1 and 17.2 above by its employees and agents.
- 17.4. The foregoing obligations as to confidentiality shall survive any termination in whole or in part of the Contract.
- 17.5. If the Contractor has at any time obtained or received by whatever means any information which in the reasonable opinion of the Authorised Officer has given it or was intended to give it an unfair advantage over any other organisation (including NLWA's own workforce) tendering for any contract with NLWA, then the NLWA shall be entitled to terminate the Contract in accordance with the provisions of clause 19 (Termination of the Contract).

18. DEFAULT

- 18.1. Should the Services or any portion thereof not be carried out in accordance with the timetable and key milestones set out in the Scope of Services, notwithstanding clause 18.3 NLWA may without prejudice to any other remedies by notice in writing to the Contractor determine the Contract either as respects that part of the Services which has not been carried out in accordance with the Contract at the time of such determination or as respects the whole of the Services to which the Contract relates. In such case the Contractor shall not be entitled under the Contract to payment of any amount by way of compensation.
- 18.2. Where NLWA has determined the Contract under clause 18.1 and without prejudice as aforesaid NLWA may obtain completion of all or any part of the Services as respects which the Contract is so determined by arranging for the necessary services to be carried out by alternative means. NLWA shall then be entitled to recover from the Contractor the amount by which the aggregate of the cost of completing the Services in this way, exceeds the amount which would have been payable to the Contractor in respect of the Services if it had been carried out in accordance with the Contract.
- 18.3. In the event of the Contractor failing to carry out the Services in accordance with the indicators and targets set out in the Scope of Services, NLWA shall (without prejudice to any other remedy available) be entitled:

- (a) to withhold the value of the milestone or the value of the Session or Sessions failing to meet the targets and indicators for the Session(s) and request the Contractor to deliver additional Session or Sessions proportionate to the undelivered targets for the relevant Session or Sessions; AND if the Contractor fails to redeliver the milestone or the additional Session or Sessions within a reasonable time as advised by the NLWA, NLWA shall be entitled to deduct the value of the relevant Session or Sessions from the sums which would but for this clause had been due to the Contractor ; or
- (b) to terminate the Contract or part thereof in accordance with clause 19.

18.4. The value of a Session is set out in Schedule 2 (Contract Price) and the parties agree that any deduction of these sums by the NLWA under clause 18.3 (a) represents a genuine pre-estimate of NLWA's loss for the relevant Session. The rights of NLWA under this clause 18.4 are in addition to and without prejudice to any other rights or remedies NLWA may have against the Contractor.

18.5. On the occurrence of a relevant determination under this clause 18, the Contractor shall, notwithstanding such determination, co-operate in the transfer of the Services to which the relevant determination relates to any alternative organisation in accordance with arrangements to be notified to it by NLWA.

19. TERMINATION OF THE CONTRACT

19.1. NLWA shall be entitled upon the happening of any of the following events to terminate the Contract, in whole or in part, without prejudice to any accrued rights or remedies under the Contract, forthwith by written notice having immediate effect:-

- a) the Contractor offering or giving or agreeing to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the Contract with NLWA or for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other contract with NLWA, or if the like acts shall have been done by any person employed by the Contractor or acting on its behalf (whether with or without the knowledge of the Contractor);
- b) if the Contractor has entered into any contract with NLWA in connection with which commission has been paid or agreed to be paid by it or on its behalf or to its knowledge unless before the Contract is made particulars of such commission and the terms and conditions of any agreement for the payment thereof have been disclosed in writing to NLWA;
- c) if the Contractor has fixed or adjusted the amount of his tender by or in accordance with any agreement or arrangement with any other person;
- d) if the Contractor has communicated to any person other than NLWA the amount or approximate amount of his proposed tender (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the tender;
- e) entered into any agreement or arrangement with any other person that he would refrain from tendering or as to the amount of any tender to be submitted;

- f) Offered or agreed to pay or give or did pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person in respect of an act or omission, in relation to any other tenderer or proposed tenderer for the contract;
- g) If the Contractor has committed in relation to any contract with NLWA an offence under the Bribery Act 2010 or gives any fee or reward the receipt of which is an offence under Section 117(2) Local Government Act 1972;
- h) if the Contractor is an individual, if he or she is through incapacity unable to complete the Services;
- i) if the Contractor has submitted its tender which is based on confidential information by virtue of the Contractor's employment of former officers of NLWA with access to relevant confidential information;
- j) in the circumstances referred to in clause 17.5;
- k) the Contractor ceases to carry on business;
- l) in the circumstances referred to in clause 18;
- m) any material breach by the Contractor of any of its obligations under the Contract;
- n) the Contractor suffering an execution to be levied on its goods;
- o) if the Contractor consists of one or more individuals, dying, entering into a composition or arrangement for the benefit of his creditors or becoming bankrupt or being the subject of similar procedures under the law of any other state;
- p) if the Contractor consists of a body corporate, the Contractor having a receiver, manager, administrator or provisional liquidator appointed or having a proposal in respect of its company for a voluntary arrangement approved in accordance with the Insolvency Act 1986 or being the subject of a resolution or order for winding up or being the subject of similar procedures under the law of any other state provided that an amalgamation or reconstruction of a limited company shall be deemed not be a breach of this condition if the company resulting therefrom effectively agrees to be bound by or to assume the obligations imposed on the Contractor under the Contract and is capable of fulfilling those obligations;
- q) the Contractor having an application made under the Insolvency Act 1986 to the Court for the appointment of an administrative receiver or having an administrative receiver appointed or being the subject of similar procedures under the law of any other Country;
- r) the Contractor having possession taken, by or on behalf of the holders of any debenture secured by a floating charge, or any property comprised in, or subject to, the floating charge or being the subject of similar procedures under the law of any other Country; or
- s) the Contractor being in circumstances which entitle the court or a creditor to appoint, or have appointed, a receiver, or manager, or administrator, or administrative receiver or to begin similar procedures under the law of any other Country; or which entitle the court to make a winding-up order or a similar order under the law of any other Country.

19.2. Upon such termination in addition to such consequences as are set out in the other provisions of these Conditions of Contract:-

- (a) the Contractor shall forthwith cease to perform the Services;

- (b) the Contractor shall fully and promptly indemnify NLWA in respect of the cost of completing the Services or having the Services completed or any part thereof as would have been completed by the Contractor to the extent that such cost exceeds such sums as would have been lawfully payable to the Contractor for completing the Services. NLWA shall be at liberty to have the Services or any part thereof provided by any persons (whether or not servants of NLWA) as NLWA shall in its entire discretion think fit and shall be under no obligation to employ the least expensive method of having the Services or part thereof completed;
 - (c) NLWA shall cease to be under any obligation to make further payment to the Contractor and shall be entitled to retain any payment which may have fallen due to the Contractor, before termination, until the costs, loss and/or damage resulting from or arising out of the termination of the Contract shall have been calculated and provided such calculation shows a sum or sums due to the Contractor;
 - (d) NLWA shall be entitled to employ and pay other persons to complete the Services or any part thereof and to use all the Contractor's physical resources or other things, and all such details, descriptive schedules or other documents for the purpose thereof and the Contractor shall, notwithstanding such termination, co-operate in the transfer of the Services to which the relevant termination relates to any alternative organisation in accordance with arrangements to be notified to it by NLWA;
 - (e) NLWA shall be entitled in respect of any loss or damage to NLWA resulting from or arising out of the termination of the Contract, to deduct the same from any sum or sums which would but for clause 19.2(c) have been due from NLWA to the Contractor under the Contract or any other contract or be entitled to recover the same from the Contractor as a debt. Such loss or damage shall include the reasonable costs to NLWA of the time spent by its officers in terminating the Contract and in making alternative arrangements for the completion of the Services or any part thereof;
 - (f) when the total costs, loss and/or damage resulting or arising out of the termination of the Contract have been calculated and after taking into account any deduction made or to be made by NLWA from any sum or sums which would but for clause 19.2(c) have been due to the Contractor, any balance shown as due to NLWA shall be recoverable as a debt or alternatively, NLWA, subject to clause 20 shall pay the Contractor any balance due to the Contractor.
- 19.3. NLWA shall be entitled to terminate the Contract on giving the Contractor one calendar month's notice in writing. Where this occurs, the Contractor shall forthwith cease to perform the Services and NLWA shall make payment to the Contractor for the work done up until the date the termination takes effect, on the basis of the milestones set out in the Scope of Services.
- 19.4. The rights of NLWA under this clause 19 are in addition to and without prejudice to any other rights or remedies NLWA may have against the Contractor.
- 19.5. Termination or expiration of the Contract shall be without prejudice to the rights and remedies of the Contractor and NLWA accrued before such termination or expiration and nothing in the Contract shall prejudice the right of either such party to recover any amount outstanding at the termination or expiration.

20. DATA PROTECTION

20.1. The following terms shall have the following meanings in relation to this clause:

- 20.1.1 "Data Protection Legislation" means (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to Processing of personal data and privacy; (iii) all applicable Law about the Processing of personal data and privacy.
- 20.1.2 "Data Protection Impact Assessment" means an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data.
- 20.1.3 "Controller", "Data Subject", "Data Protection Officer", "Personal Data", "Personal Data Breach", "Processor", "Processing" and "Process" take the meaning given in the GDPR.
- 20.1.4 "Data Loss Event" means any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach.
- 20.1.5 "Data Subject Access Request" means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.
- 20.1.6 "DPA 2018" means the Data Protection Act 2018.
- 20.1.7 "GDPR" means the General Data Protection Regulation (Regulation (EU) 2016/679).
- 20.1.8 "Law" means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which this Contractor is bound to comply.
- 20.1.9 "LED" means Law Enforcement Directive (Directive (EU) 2016/680).
- 20.1.10 "Protective Measures" means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it.
- 20.1.11 "Sub-Processor" means any third party appointed to Process Personal Data on behalf of the Contractor related to this Contract.

- 20.2. The Parties acknowledge that for the purposes of the Data Protection Legislation, NLWA is the Controller and the Contractor is the Processor. The only Processing that the Processor is authorised to do is listed in Schedule 1 (Processing, Personal Data and Data Subjects) and may not otherwise be determined by the Processor.
- 20.3. Both Parties shall comply with all applicable requirements of the Data Protection Legislation.
- 20.4. The Contractor shall provide all reasonable assistance to NLWA in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of NLWA, include:
- (a) a systematic description of the envisaged Processing operations and the purpose of the Processing;
 - (b) an assessment of the necessity and proportionality of the Processing operations in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 20.5. The Contractor shall, in relation to any Personal Data Processed in connection with its obligations under this Contract:
- (a) Process that Personal Data only on the written instructions of NLWA unless the Contractor is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Contractor to Process Personal Data. The Contractor will not Process the Personal Data for any other purpose or in a way that does not comply with this Contract or the Data Protection Legislation. The Contractor must promptly notify NLWA if, in its opinion, NLWA's instruction would not comply with the Data Protection Legislation;
 - (b) ensure that it has in place Protective Measures, which have been reviewed and approved by NLWA as appropriate to protect against a Data Loss Event having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that :
 - (i) its employees, personnel and subcontractors do not Process Personal Data except in accordance with this Contract and in particular Schedule 1 (Processing, Personal Data and Data Subject);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any of its employees, personnel and subcontractors who have access to the Personal Data and ensure that they:

- (A) are aware of and comply with the Contractor's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with the Contractor or any Sub-Processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by NLWA or as otherwise permitted by this Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
- (d) not transfer Personal Data outside of the EU unless the prior written consent of NLWA has been obtained and the following conditions are fulfilled:
- (i) the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by NLWA;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist NLWA in meeting its obligations); and
 - (iv) the Contractor complies with any reasonable instructions notified to it in advance by NLWA with respect to the Processing of the Personal Data;
- (e) On termination of the Contract for any reason or expiry of its term, the Contractor will securely delete or destroy or, if directed in writing by NLWA, return and not retain, all or any Personal Data related to this Contract in its possession or control unless the Contractor is required by Law to retain the Personal Data. The Contractor will certify in writing that it has destroyed the Personal Data within seven (7) days after it completes the destruction; and
- (f) At NLWA's request, the Contractor shall give NLWA a copy of or access to all or part of the NLWA's Personal Data in its possession or control in the format and on the media reasonably specified by NLWA.

20.6. Subject to clause 20.8, the Contractor shall notify NLWA immediately if it:

- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under this Contract;

- (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Data Loss Event.
- 20.7. The Contractor's obligation to notify under clause 20.6 shall include the provision of further information to NLWA in phases, as details become available.
- 20.8. Taking into account the nature of the Processing, the Contractor shall provide NLWA with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 20.6 (and insofar as possible within the timescales reasonably required by NLWA) including by promptly providing:
 - (a) NLWA with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by NLWA to enable NLWA to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) NLWA, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by NLWA following any Data Loss Event;
 - (e) assistance as requested by NLWA with respect to any request from the Information Commissioner's Office, or any consultation by NLWA with the Information Commissioner's Office.
- 20.9. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:
 - (a) NLWA determines that the Processing is not occasional;
 - (b) NLWA determines the Processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - (c) NLWA determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 20.10. The Contractor shall allow for audits of its Data Processing activity by NLWA or NLWA's designated auditor.
- 20.11. The Contractor shall designate a data protection officer if required by the Data Protection Legislation .
- 20.12. Before allowing any Sub-Processor to Process any Personal Data related to this Contract, the Contractor must:
 - (a) notify NLWA in writing of the intended Sub-Processor and Processing;
 - (b) obtain the written consent of NLWA;

- (c) enter into a written agreement with the Sub-Processor which give effect to the terms set out in this clause 20 (Data Protection) such that they apply to the Sub-Processor; and
 - (d) provide NLWA with such information regarding the Sub-Processor as NLWA may reasonably require.
- 20.13. The Contractor shall remain fully liable for all acts or omissions of any Sub-Processor.
- 20.14. The Contractor agrees to indemnify, keep indemnified and defend at its own expense NLWA against all costs, losses, liabilities, claims, damages or expenses incurred by NLWA or for which NLWA may become liable due to any failure by the Contractor or its employees, subcontractors or agents to comply with any of its obligations under this Contract or the Data Protection Legislation. Any limitation of liability set forth in this Contract will not apply to the indemnity or reimbursement obligations in this clause 20.
- 20.15. NLWA may, at any time on not less than thirty (30) Working Days' notice, revise this clause 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 incorporated by attachment to this Contract).
- 20.16. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. NLWA may on not less than thirty (30) Working Days' notice to the Contractor amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

21. RECOVERY OF SUMS DUE TO NLWA

- 21.1. Whenever under the Contract any sum of money shall be recoverable from or payable by the Contractor to NLWA, the same may be deducted from any sum due to the Contractor under this Contract or any other contract between the Contractor and NLWA.

22. INCONSISTENCY

- 22.1. In the case of inconsistency or conflict between the provisions of the Conditions or the Scope of Services and the Method Statements, the order in which they will prevail shall be as follows:
- (a) the Conditions
 - (b) the Scope of Services
 - (c) Method Statements

23. THIRD PARTY RIGHTS

- 23.1. The Parties hereby declare that no term of the Contract is intended by the parties to confer a benefit on any third party (as defined by the Contracts (Rights of Third Parties) Act 1999) nor is intended to be enforceable by any third party. The provisions of the said Contracts (Rights of Third Parties) Act 1999 are hereby excluded.

24. WHOLE CONTRACT

- 24.1. The Contract constitutes the entire agreement and understanding of the Parties in respect of the matters dealt with therein and supersedes any previous agreement between the

Parties relating to such matters, all prior negotiations between Parties, and all representations and undertakings made by one Party to the other, whether written or oral. This clause shall not exclude liability in respect of any Fraud or fraudulent misrepresentation.

25. WAIVER

- 25.1. Failure by NLWA at any time to enforce the provisions of the Contract or to require performance by the Contractor of any of the provisions of the Contract shall not be construed as a waiver of or as creating an estoppel in connection with any such provision and shall not affect the validity of the Contract or any part thereof or the right of NLWA to enforce any provision in accordance with its terms.

26. LAW OF THE CONTRACT

- 26.1. The Contract shall be governed by and construed in accordance with English Law, and the English Courts shall have jurisdiction over any dispute or difference which shall arise between NLWA and the Contractor out of and in connection with the Contract.

27. NOTICES

- 27.1. Any instructions, notice, or other communication required to be given hereunder shall be sufficiently served if served personally on the addressee, or if sent by prepaid first class post, by electronic mail or facsimile transmission to the address of each party in clause 27.2 and if so sent shall, subject to proof to the contrary, be deemed to have been received by the addressee on the second business day after the date of posting or on successful transmission, as the case may be.

- 27.2. All matters relating to the terms and conditions of the Contract shall be submitted to each party at the following address:

(a) For NLWA:
Dimitra Rappou
North London Waste Authority
Unit 1B, Ground Floor, Berol House,
25 Ashley Road,
Tottenham Hale,
London N17 9LJ

(b) For the Contractor (please insert details):

28. SEVERANCE

- 28.1. If any provision of the Contract shall become or shall be declared by any court or competent jurisdiction to be invalid or unenforceable in any way such invalidity or unenforceability shall in no way impair or affect any other provision of the Contract, all of which shall remain in full force and effect.

29. CHANGE OF ADDRESS

- 29.1. Each of the parties shall give notice to the other of the change of any address or telephone, facsimile or similar number at the earliest possible opportunity but in any event within 48 hours of such change.

30. RIGHTS CUMULATIVE

- 30.1. All rights granted to either of the parties shall be cumulative and no exercise by either of the parties of any right under this Contract shall restrict or prejudice the exercise of any other right granted by this Contract or otherwise available to it.

31. VARIATION

- 31.1. Following the formation of a binding agreement, no deletion from, addition to, or variation of the Contract shall be valid or of any effect unless agreed in writing and signed by the Authorised Officer and the Contractor.

32. DISPUTE RESOLUTION

- 32.1 Save in respect of termination or any other condition where the discretion of NLWA is stated to be absolute any dispute or difference which may arise between NLWA and the Contractor in connection with or arising out of the contract shall first be discussed at a meeting of the parties. If no satisfactory resolution is reached at that meeting, may, by agreement of both parties, be resolved by arbitration, in which event such dispute or difference shall be referred to a single arbitrator to be agreed between NLWA and the Contractor and failing such agreement within fourteen days to be nominated by the President of the British Chartered Institute of Arbitrators in accordance with the Arbitration Act 1996 or any statutory modifications or re-enactments of it.

33. PUBLIC ACCESS TO INFORMATION

- 33.1 NLWA is subject to the provisions of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR). As such the Contractor acknowledges that NLWA may be obliged to disclose information relating to this Contract.
- 33.2 Upon receipt for a request for information NLWA shall, wherever possible, consult with the Contractor and take into account its views on disclosure and the availability of exemptions.
- 33.3 The Contractor shall not respond directly to a request for information under the FOIA or EIR and shall instead pass any request to NLWA within 2 working days of receipt.

33.4 The Contractor shall use reasonable endeavours to:

- (a) provide NLWA with a copy of all information relating to this Contract in its possession or power in a form that NLWA reasonably requires within five working days of NLWA's request and at no cost to NLWA.
- (b) Provide all reasonable assistance as requested by NLWA to respond to a request for information within the time for compliance set out in the FOIA or EIR as applicable.

33.5 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA or EIR, the content of the Contract is not Confidential Information and the Contractor hereby gives its consent for NLWA to publish this Contract in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Contract agreed from time to time. NLWA shall use reasonable endeavours to ensure that information that is commercially sensitive to the Contractor is not disclosed to the Contractor's competitors. NLWA may consult with the Contractor to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.

IN WITNESS WHEREOF this Contract was signed for and on behalf of the parties the day and year first before written

**SIGNED FOR AND ON BEHALF OF
The Authority**

North London Waste Authority

Duly authorised officer

Full name

**SIGNED FOR AND ON BEHALF OF
[NAME OF CONTRACTOR]**

Director

Director/Company Secretary*
(*please delete as appropriate)

Full name

Full name

SCHEDULE 1
SCOPE OF SERVICES

**SCHEDULE 2
CONTRACT PRICE**

**SCHEDULE 3
KEY STAFF**

**SCHEDULE 4
TENDER DECLARATION FORM**

SCHEDULE 6
PROCESSING, PERSONAL DATA AND DATA SUBJECTS