

LONDON BOROUGH OF BARNET
STANDARD TERMS AND CONDITIONS OF CONTRACT
FOR THE PURCHASE OF GOODS AND SERVICES
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1.0 Definitions

- 1.1 **"The Contract"** means this document and any Purchase Orders Quotations Specifications and any other documents expressly incorporated herein by written reference
- 1.2 **"The Conditions"** means the terms and conditions set out in this document and any other special terms and conditions agreed in writing between the Contractor and the Council
- 1.3 **"The Contractor"** means the person who supplies or agrees to supply goods or services to the Council
- 1.4 **"The Council"** means The Mayor and Burgesses of the London Borough of Barnet
- 1.6 **"The Services"** means the services which the Contractor agrees to provide to the Council
- 1.7 **"The Price"** means the price to be paid by the Council to the Contractor for the services exclusive of Value Added Tax

2. General

- 2.1 A reference to any Act of Parliament or to any Order Regulation Statutory Instrument or the like shall include a reference to any amendment or re-enactment thereof
- 2.2 Paragraph headings are inserted for convenience only and do not define limit or otherwise affect the interpretation thereof
- 2.3 Under the Council's Constitution the Council has delegated to particular officers the power to act for the purposes of the Contract Upon written request the Council shall provide to the Contractor the names of officers so empowered

3.0 Conditions Applicable

- 3.1 The Conditions shall apply to all Contracts for the provision of Services by the Council from the Contractor to the exclusion of all other terms and conditions including any terms or conditions which the Contractor or the Council may purport to apply under any sales offer or similar document
- 3.2 Provision of the Services by the Contractor to the Council shall be deemed conclusive evidence of the Contractor's acceptance of these Conditions
- 3.3 Any variation of these Conditions (including any special terms and conditions agreed between the parties) shall be of no effect unless agreed in writing between the parties

4.0 Price and Payment

- 4.1 The Price shall be the Contractor's quoted price or the price agreed by the parties The Price is exclusive of VAT which shall be due at the rate prevailing on the date of the Contractor's invoice
- 4.2 Unless otherwise agreed payment of the Price and VAT shall be due 30 days from receipt of the Contractor's Invoice or 30 days from when the Services are delivered/provided whichever is the later
- 4.3 The Price shall be "net" i.e. it shall include the cost of any packaging addressing labelling loading and delivery to the address specified by the Council. The amount of any VAT payable and any early settlement discounts shall be shown separately in the

Invoice

- 4.4 The Council may set off against the Price (including any applicable VAT payable) any amounts lawfully due from the Contractor to the Council whether under this Contract or otherwise
- 4.5 All Invoices shall be clearly marked with the Council's Purchase Order Number and a sufficiently detailed description of the Services provided to enable the Council to ascertain in respect of which Services the Invoice has been rendered
- 4.6 Except for reasons beyond the Council's control where the Council has not made payment to the Contractor by the due date set out in clause 4.2 above the Council shall upon written request by the Contractor pay interest to the Contractor on any amount outstanding at the statutory interest rate prescribed from time to time by the Late Payment of Commercial Debts (Interest) Act 1998 from the due date of payment until payment is actually made

5. The Services

- 5.1 The Contractor shall provide the Services strictly in accordance with any Specification issued by the Council. Where the Contractor has provided a written quotation which the Council has accepted in writing then the nature and extent of the Services to be provided shall be as set out in any such quotation.
- 5.2 All representations statements or warranties made or given by the Contractor its servants and agents to the Council before the conclusion of the contract (whether orally in writing or in any of the Contractor's brochures catalogues and advertisements) regarding the quality and fitness for purpose of the Services shall be deemed by the Council to be express conditions of the Contract
- 5.4 The Council has a statutory duty to provide Best Value pursuant to the provisions of the Local Government Act 1999 which includes the need for continuous improvement in standards of Goods/Services and quality within financial restrictions The Contractor shall work with the Council to identify develop and deliver Best Value Services under the terms and conditions and Additional Terms of the Contract within available resources
 - 5.4.1 Types of requirements of the Contractor by the Council shall include but not necessarily be restricted to provision of Services that are cost effective efficient timely reliable responsive consistent courteous and gives effect to the Council's policies
 - 5.4.2 The Contractor will provide periodical and regular inspections and reviews of performance standards and suggested improvements

6. Conditions

- 6.1 All Services provided under the Contract must be provided with reasonable care and skill and to the reasonable satisfaction of the Council

7. Provision of Services

- 7.1 Where any time is stipulated by the Council for the provision of Service under the Contract the time for provision of such Services shall be of the essence Where no time is stipulated by the Council for the provision of Services delivery shall be made within ten working days of receipt of an order by the Contractor or within such other time as may be agreed between the parties.
- 7.2 If the Contractor fails to deliver all of the Services in accordance with the Contract on the delivery date then without prejudice to the Council's rights for the breach of Contract:

7.2.1 The Council may terminate the Contract. In this event without prejudice to the Council's other remedies the Contractor shall collect any goods which have been delivered; or

7.2.2 the Council may in its absolute discretion accept a quantity of Goods corresponding to the Contract which has been delivered and recover from the Contractor damages for breach of Contract in respect of the failure to deliver the total quantity of Goods.

8. Indemnity

8.1 Without prejudice to its liability for breach of Contract the Contractor shall be liable for and shall indemnify the Council against any liability loss costs expenses claims or proceedings whatsoever arising under any statute or common law in respect of:-

8.1.1 any loss of or damage to Council property (whether real or personal) and

8.1.2 any injury to or death of any person in consequence of or in any way arising from the provision of the Services under the Contract except insofar as such loss damage or injury shall have been caused by the negligence of the Council its servants or agents not being the Contractor

9.0 Insurance

9.1 The Contractor shall insure against its full liability under Condition 10.0. and maintain all statutory required insurance policies including Public liability insurance Employers liability insurance and motor insurance (if applicable)

9.2 Public liability insurance cover shall be in the minimum sum of £2,000,000.00 in respect of any one incident and the number of incidents covered shall be unlimited and Employers liability in the minimum sum of £10,000,000.00 in respect of one incident and the number of incidents covered shall be unlimited

9.3 The Contractor shall upon request by the Council produce to the Council satisfactory documentary evidence that the insurance required under this clause is properly maintained

9.4 Should the Contractor fail to insure in accordance with this clause the Council may itself effect such insurance and may charge the cost of so doing together with an administrative charge of 5% to the Contractor

10. Intellectual Property

10.1 The Contractor warrants that all licenses permissions and consents required in relation to the use of the Services provided shall have been obtained and shall hold harmless the Council against any claim costs proceedings expenses and demands from any third parties alleging infringement of intellectual property rights

11. Confidentiality

11.1 The Contractor and the Council hereby undertake to the other:

11.1.1 to keep confidential all information and data (whether written or oral or in any other medium) concerning the business and affairs of the other that it shall have obtained or received as a result of the discussions leading up to or the entering into or performance of this Contract ("the Information");

11.1.2 not without the other's written consent to disclose the Information in whole or in part to any other person save those professional advisors, internal and external auditors and employees agents and sub-contractors

involved in the provision or receipt of the Services and who have a need to know the same; and

- 11.1.3 to use the Information solely in connection with the provision or receipt of the Services and not for its own benefit or the benefit of any third party.
 - 11.1.4 subject to any contract clause to the contrary to return the other's Information (together with all copies) forthwith upon receipt from that other of a written request to do so sent in good faith, alternatively to destroy that Information (and copies) if so requested in writing by that other and to certify forthwith in writing to that other that such destruction has been completed.
- 11.2 The provisions of clause 11.1 above shall not apply to the whole or any part of the Information to the extent that it is:
- 11.2.1 trivial or obvious;
 - 11.2.2 already in the other's possession on the date of its disclosure; or
 - 11.2.3 in the public domain other than as a result of a breach of this clause; or
 - 11.2.4 received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or
 - 11.2.5 independently developed by the disclosing party without access to the Information; or
 - 11.2.6 required to be disclosed by a Court or Tribunal of competent jurisdiction; or
 - 11.2.7 disclosure is required by law (including under the provisions of the Freedom of Information Act 2000) or disclosure is permitted by the Human Rights Act 1998.
- 11.3 For the purposes of the Contractor's undertaking under clause 11.1 above, the Information shall be deemed to include all Council Data on the System and under the care and control of the Contractor.
- 11.4 The Contractor shall ensure that all its agents, employees and permitted sub-contractors engage on work in connection with this Contract shall comply with the provisions of this clause 11.
- 11.5 In the event that a party, its Representatives or anyone to whom it transmits any Information becomes (or it is reasonably likely that it or they shall become) legally compelled to disclose any Information, prompt notice of such fact shall be given to the other party prior to any disclosure so that the other party may seek an appropriate remedy to prevent the disclosure or waive compliance with the provisions of this agreement preventing the disclosure. The party required to disclose the Information shall fully co-operate with the other in the event that the other elects to challenge the validity of the requirement.
- 11.6 The Contractor acknowledges that the Council cannot prevent disclosure by individual Council members of Information conveyed to members during the normal course of the Council's business or otherwise. The obligations in this clause will continue without limit in tin

12 Corruption

- 12.1 If any of the following events occurs in connection with this or any other Contract between the Council and the Contractor the Council may terminate this Contract and recover any consequential loss from the Contractor:-

12.1.1 the Contractor offers gives or agrees to give anything to any person as an inducement or reward for:

(a) doing or having done (or not doing or not having done) anything connected with the obtaining of the award execution or completion of the Contract or

(b) showing or not showing favour or disfavour to any person in connection with the obtaining of the award execution or completion of the Contract

12.1.2 the Contractor commits an offence under the Prevention of Corruption Acts 1889 to 1916;

12.1.3 the Contractor gives any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972;

12.1.4 any employee or agent of the Contractor does anything described in sub-clauses 12.1.1 to 12.1.3 above whether or not the Contractor has knowledge of it

13. Damages and Sureties

13.1 Where practicable and appropriate the Contractor shall be required to pay to the Council liquidated damages at a rate to be agreed in writing between the parties prior to Contract in the event of default or breach of this Contract For the avoidance of doubt it is hereby expressly declared and agreed that such agreed liquidated damages shall not be in the nature of a penalty

13.2 Where practicable and appropriate and where the cost of the Services to be supplied under the Contract is greater than £300,000 the Contractor shall be required to provide the Council with a sufficient surety (for example a Contract Guarantee Bond) for due performance of the Contract

13.3 If the Contractor is a subsidiary company or a member of a group of companies then the Council may require its parent company or another company in the group whose assets are sufficient to guarantee performance and indemnity the Council against loss from any default or breach of this Contract

14. Bankruptcy/Insolvency

14.1 The Council may at any time by notice in writing summarily determine the Contract without compensation to the Contractor in any of the following events:-

14.1.1 if the Contractor being an individual or where the Contractor is a firm any partner in that firm shall at any time become bankrupt or shall have a receiving order or administration order made against him/her or shall make any composition or arrangement with or for the benefit of his/her creditors or shall make any conveyance or assignment for the benefit of his/her creditors or shall purport to do so or if in Scotland s/he shall become insolvent or bankrupt or any application shall be made under any Bankruptcy Act for the time being in force for sequestration of his/her estate or a trust deed shall be granted by him/her for the benefit of his/her creditors; or

14.1.2 if the Contractor being a company shall pass a resolution or the Court shall make an order that the company shall be wound up or if a receiver or manager on behalf of creditors shall be appointed or if circumstances shall arise which entitle the Court or a creditor to appoint a receiver or manager or which entitle the Court to make a winding-up order;

provided always that such determination shall not prejudice or affect any right of action or remedy which shall have accrued or shall accrue thereafter to the Council

15. Disputes

15.1 Any dispute that arises between the parties as to this Contract or the performance of

the parties' respective obligations under this Contract, shall first be discussed, and if possible resolved, between the Representatives.

- 15.2 If the Representatives fail to resolve the dispute then either party, by notice in writing to the other, may refer the dispute to senior officers of the two parties who shall cooperate in good faith to resolve the dispute as amicably as possible within 14 days of service of such notice. If the senior officers fail to resolve the dispute in the allotted time, then by written agreement between the parties the matter may (without prejudice to the rights of either party to refer the matter to the courts) be referred to an Independent Third Party to be agreed upon by the parties within 14 days of agreement to appoint such Independent Third Party (or in default of agreement as to the Independent Third Party to be appointed at the request of either party by the President for the time being of the British Computer Society) for final determination as an expert and not as arbitrator, in which case clause 15.3 shall apply.
- 15.3 Unless otherwise so directed by the Independent Third Party:-
- 15.4 Not more than 14 days after the appointment of the Independent Third Party, the parties shall each submit a written report to the Independent Third Party and to each other regarding the dispute.
- 15.5 The parties shall have 7 days from the date of receipt of the other's written report in which to submit any written response to the Independent Third Party and to the other that they wish to make to the other's written report. Any responses received by the Independent Third Party after such time may, in the sole discretion of the Independent Third Party, be disregarded by the Independent Third Party.
- 15.6 The parties shall comply with all reasonable requests for information by the Independent Third Party and shall attend such hearings as the Independent Third Party reasonably deems necessary.
- 15.7 The Independent Third Party shall be instructed to deliver his determination to the parties within 14 days after submission of the written reports pursuant to clause 15.4
- 15.8 The decision of the Independent Third Party shall be final and binding on both parties as to both the dispute and the payment of the costs of the procedure and of the parties.
- 15.9 The Independent Third Party shall have the same powers to require any party to produce any documents or information to him as an arbitrator has and each party shall supply to him information which it has and which is material to the matter to be resolved and which it could be required to produce on discovery.
- 15.10 Services to be provided under this Contract shall not cease or be delayed by this dispute resolution procedure.

16. Transfer and Sub-Contracting

- 16.1 The Contractor shall not transfer or sub-contract its obligations under this Contract without the previous consent in writing of the Council.
- 16.2 Such consent shall not relieve the Contractor from any liability or obligation under the Contract and the Contractor shall remain responsible for the acts defaults and neglects of any such transferee/sub-contractor its servants or agents as though they were the acts defaults and neglects of the Contractor itself.

17. Default

- 17.1 Where in the opinion of the Council the Contractor is in default of any requirement of

the Contract without prejudice to any other rights or remedies which the Council has under this Contract the Council shall be entitled to issue a written Notice of Default giving full details of the default and the rectification if any required of the Contractor together with the time within which such rectification is to be effected by the Contractor.

17.2 If the Contractor fails to comply with the terms of the Notice of Default or where rectification is to be required by the Council the Council shall be entitled to recover any costs reasonably incurred by the Council as a consequence of such default from the Contractor and may deduct such costs from any monies due or that become due to the Contractor.

17.3 Where rectification is required by the Council and the Contractor complies with the Notice of Default to the satisfaction of the Council the Council shall not recover the costs pursuant to Clause 17.2.

18. Termination

18.1 The Council may terminate this Contract at any time and recover from the Contractor all consequential loss where:-

18.1.1 the Contractor commits a fundamental breach of any of its obligations under the Contract;

18.1.2 the Contractor commits a persistent breach of any of its obligations under the Contract A persistent breach shall be deemed to have occurred after the Council has issued to the Contractor two or more Notices of Default

18.2 The Council may also terminate this Contract at any time by giving reasonable written notice to the Contractor of its intention to do so.

19. Conduct of Contractor's Employees

19.1 The Contractor shall ensure that its employees maintain high standards of courtesy and behave in an acceptable manner while engaged in supplying Services to the Council whenever they have contact with members of the public or with the Council's own employees.

19.2 The Contractor shall ensure that its employees cause minimum disruption to the Council and its employees while providing Services to the Council having regard always to the nature and extent of the Services being provided.

19.3 The Contractor's employees agents or servants shall not smoke whilst on Council premises.

19.4 The Contractor its employees servants and agents shall at all times whilst on Council premises wear an identification badge clearly showing the person's name and the Supplier Contractor s/he represents.

20. Health and Safety

20.1 The Contractor and the Council shall take all reasonable precautions to ensure the health and safety of each other's employees, agents and other personnel while the same are at the premises of the other party, including ensuring that their personnel observe the other party's safety rules and procedures.

20.2 The Contractor agrees to observe the provisions of the Health & Safety at Work etc Act 1974 and any subsequent amendments and other relevant Legislation, insofar as they are applicable to this Contract.

21.0 Equal Opportunities

21.1 In providing the Services, the Service Provider shall to the same extent as if it were a public authority within the meaning of the Equality Act 2010 ("the 2010 Act") (or any European equivalent) comply with the 2010 Act together with all applicable amendments, regulations and Codes of Practice or any future or other legislation which concerns discrimination in employment and service delivery (the "Equalities Provisions") and shall in particular comply with the public sector equality duty under Section 149 and shall have due regard to the need to:

21.1.1 eliminate discrimination (whether direct or indirect), harassment, victimisation and any other conduct that is prohibited by or under the 2010 Act;

21.1.2 advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it;

21.1.3 foster good relations between persons who share a relevant protected characteristic and persons who do not share it.

21.2 The Service Provider shall take all reasonable steps to ensure that its employees, agents and sub-contractors ("the Service Provider's Personnel") employed in the provision of the Services shall carry out the Services in accordance with the obligations imposed on the Service Provider by Condition 21.1.

21.3 Where in connection with this Contract, the Service Provider and the Service Provider's Personnel engaged in or about the execution of the Contract are required to provide the Services on the Council's premises where the Council's employees are required to carry out work, the Service Provider shall comply with the Council's own employment policy and codes of practice relating to racial discrimination and equal opportunities, copies of which may be obtained from the Council.

21.4 The Service Provider shall notify the Council immediately in writing upon becoming aware of any investigation or proceedings brought against the Service Provider under the Equalities Provisions.

21.5 If requested to do so by the Council, the Service Provider shall fully co-operate with the Council at its own expense in connection with any legal proceedings, ombudsman inquiries or arbitration in which the Council may become involved arising from any breach of the Council's duties under the Equalities Provisions due to the alleged acts or omissions of the Service Provider or the Service Provider's Personnel employed in and about the provision of the Services.

22. Severance

22.1 If any provision of this Contract shall become or shall be declared by any Court of competent jurisdiction to be invalid or unenforceable this shall not in any way impair or affect any other provision of this Contract all of which shall remain in full force and effect to the extent permitted by Law

23. Notices

23.1 Any Notices to be served by either party under this Contract shall be sufficiently served:-

23.1.1 if served personally on the Contractor or its Authorised Representative;

23.1.2 if sent by pre-paid first class post by facsimile transmission to the last known address or place of business of the party to be served or by electronic mail (email).

23.2 Any Notices sent in accordance with sub-paragraph 26.1.2 shall subject to proof to the contrary be deemed to have been received by the addressee on the second day of business after the date of posting or on successful transmission in the case of facsimile and/or email as the case may be.

24. Waiver

24.1 No Waiver or forbearance by the Council whether express or implied in enforcing any of its rights under this Contract shall prejudice its right to do so in the future.

25. Force Majeure

25.1 Neither party shall be liable for any breach of its obligations under this Contract resulting from causes beyond its reasonable control including but not limited to fires (an "Event of Force Majeure") but not including an industrial dispute between the Contractor and its employees.

25.2 Each of the parties agrees to give notice to the other upon becoming aware of an Event of Force Majeure, such notice to contain details of the circumstances giving rise to the Event of Force Majeure.

25.3 If the default due to an Event of Force Majeure shall continue for more than 8 weeks then the party not in default shall be entitled to terminate this Contract. Neither party shall have any liability to the other in respect of the termination of this Contract as a result of an Event of Force Majeure.

25.4 For the avoidance of doubt, the sum payable for the Services affected by the Event of Force Majeure shall be reduced or waived by a reasonable amount to be agreed between the parties to reflect the extent and standard to which the affected Services are being provided.

26. THIRD PARTY RIGHTS

26.1 The parties hereby declare that no term of the Contract shall not create or give rise to, nor is it the intention of the parties to this Contract to create or give rise to, any third party rights (as defined by the Contracts (Rights of Third Parties) Act 1999). No third party shall have any right to enforce or rely on any provision of this Contract that does or may confer any right or benefit on any third party, directly or indirectly, expressly or impliedly. The application of any legislation including, but not limited to the Contracts (Rights of Third Parties) Act 1999, giving to or conferring on third parties contractual or other rights in connection with this Contract shall be excluded.

27. The Education (Teachers) (Amendment) Regulations 1998

27.1 Under the Education (Teachers) (Amendment) Regulations 1998 workers who may come into contact with children whilst working under this Contract have to be checked as to whether they have been excluded by the Secretary of State for England and Wales from working with children.

27.2 Prior to commencing work under the contract the Contractor shall submit a full list of personnel they wish to use in connection with this Contract the list to include the Contractor's Directors staff employees their servants or agents (the Workers).

27.3 If any workers of the Contractor or Sub Contractors servants or agents their agents is discovered to be on the list maintained by the Secretary of State the Contractor shall remove them from work under this Contract immediately.

27.4 The Contractor shall also submit details of any changes in personnel working on this Contract to the Council prior to that individual commencing work.

28. Environmental Health

28.1 The Contractor shall ensure compliance with any direction given by the Secretary of State and/or any statutory provisions including the Environmental protection Act 1990 and the Waste Minimisation Act 1998 as amended and any other relevant legislation relating to environmental protection.

29. Legal Status and Transfer of Undertakings (“TUPE”) Regulations 2006

29.1 The Council and the Contractor agree that the contracts of employment of the Outgoing Contractor’s employees (details of whom are set out in Schedule 3) presently engaged in the provision of the service shall be treated as transferred to the Contractor pursuant to the TUPE on the commencement of the Contract Period.

29.2 The Council shall use its reasonable endeavours to ensure that the Outgoing Supplier retain the services of any Relevant Employee to the intent that their respective contracts of employment shall be continued to the commencement of the Contract Period and that pending the Contract Period the Outgoing Contractor shall consult the Contractor before terminating or varying the said contracts of employment of any of the Relevant Employees.

29.3 The Outgoing Contractor shall be responsible for all salaries and all other emoluments tax national insurance payments allowances and any contributions to retirement benefits schemes in respect of the Relevant Employees up to but not including the commencement date of the Contract Period and all requisite apportionments shall be made. As from and including the commencement of the Contract Period the Contractor shall be responsible for all such payments to and in respect of the Relevant Employees as well as all out standing obligations of the Outgoing Contractor in respect of the accrued holiday entitlement and accrued holiday remunerations of the Relevant Employees up to the commencement date of the Contract Period.

29.4 The Contractor shall indemnify the Council on demand and keep it indemnified against all losses, liabilities, costs, expenses, actions, proceedings, claims and demands (including, without limitation, reasonable legal and other professional fees) arising out of:

29.4.1 the dismissal prior to the expiry or termination of this Contract of a Relevant Employee;

29.4.2 any claim by a Relevant Employee whether in contract, tort or under statute for any remedy made as a result of any act or omission or alleged act or omission of the Contractor or any supplier or sub-contractor of the Contractor occurring prior to the date of termination or expiry of this Contract in relation to any such Relevant Employee or other person;

29.4.3 any claim by or on behalf of a Relevant Employee that the Contractor or any supplier or sub-contractor of the Contractor has failed to comply with its obligations under TUPE (except to the extent that any such claim arises from any act or omission of the Council and/or an Incoming Contractor).

29.4.4 The Council may, in its discretion, assign the benefit of clause 17.4-17.6 to any Incoming Contractor. The Contractor will within 7 days of receipt from the Council (acting for these purposes as trustee for any Incoming Contractor) of a written request to do so, execute an indemnity in the terms of clause 17.1.2 above in relation to each such Incoming Contractor save that references to the Council shall be to the Incoming Contractor.

- 29.5** The Contractor shall, within 7 days of a request to do so, supply to the Council written details of the names, salaries, ages, dates of commencement of continuous employment, bonus/commission entitlements, notice entitlements and such other details as may reasonably be requested of each Relevant Employee.
- 29.6** Without prejudice to the Council's rights under this Contract, within a period of twelve months prior to the expiry of the Services Period or in the event that notice is given by the Council or the Contractor to terminate this Contract, the Contractor shall not make any material changes, negotiate to make any material changes or agree to any material changes to the identities, terms and conditions of employment and other working conditions of the Relevant Employees without the prior written consent of the Council, such consent not to be unreasonably withheld or delayed.
- 29.7** The Council shall not be liable to the Contractor in the event of that persons transfer or do not transfer to the Contractors employment pursuant to the 2006 Regulations at the commencement of the Contract Period and/or in the event that information supplied to the Contractor about the terms and conditions of the Relevant Employee transferring is found to be inaccurate. The Contractor shall have no claim against the Council in respect of these Relevant Employees.

30. Best Value

- 30.1** The Council has a statutory duty to provide Best Value pursuant to the provisions of the Local Government Act 1999 which includes the need for continuous improvement in standards of Goods/Services and quality within financial restrictions. The Contractor shall work with the Council to identify develop and deliver Best Value Goods/Services under the terms and conditions of the Contract within available resources.
- 30.2** Types of requirements of the Contractor by the Council shall include but not necessarily be restricted to provisions of Goods/Services that are cost effective efficient timely reliable responsive consistent courteous and gives effect to the Council's policies.
- 30.3** The Contractor will provide periodical and regular inspections and reviews of (performance) standards and suggested improvements.

31. Rights to Council Data

- 31.1** The Contractor:
- 31.1.1** acknowledges that it has no rights of ownership in the Council Data;
 - 31.1.2** shall not delete or remove any copyright notices contained within the Council Data;
 - 31.1.3** shall not use Council Data, except as may be required to provide the Services or as instructed by the Council;
 - 31.1.4** shall not disclose the Council Data to any third party except with the prior written consent of the Council or as required under this Contract;
 - 31.1.5** shall undertake the obligations set out in this Contract in such a manner as to preserve so far as possible the integrity and prevent any loss, disclosure, theft, manipulation or interception of the Council Data;
 - 31.1.6** In the event that the Council Data is corrupted or lost the Contractor shall, at its own expense, restore (or procure the restoration of) the Council Data using the back up copy. Where the Contractor fails (or is unable) to restore the Council Data from the back-up copy, the Council may itself restore (or procure the restoration of) the Council Data in any manner reasonably available to it at the sole expense of the Contractor.

32. Freedom of Information

- 32.1 The Council is subject to the provisions of the Freedom of Information Act 2000 (FOIA). As such the Contractor acknowledges that the Council may be obliged to disclose information relating to the contract.
- 32.2 Upon receipt of a request for information the Council shall, wherever possible consult with the Contractor and take into account its views on disclosure and the availability of exemptions.
- 32.3 The contractor shall not respond directly to a request for information under the FOIA and shall instead pass any request to the Council within 2 working days of receipt.
- 32.4 The Contractor shall and shall procure that its Sub-Contractors shall:
- (a) provide the Council with a copy of all the information in its possession or power in a form that the Council requires within five working days of receipt and at no cost to the Council; and
 - (b) provide all necessary assistance as reasonably requested by the Council to respond to a request for information within the time for compliance set out in the FOIA.

33. Contract Procedure Rules

- 33.1 This Contract shall be subject to the Contract Procedure Rules of the Council current at the date of the Contract and the Contractor shall on request be directed to an electronic copy of these including appendices and Financial Regulations, which can be located on the Council's website. In the event of any conflict between the provisions of this Contract and the rules and regulations referred to in this Condition then the rules and regulations shall take precedence

34. Publication of Contractor's details

- 34.1 The Contractor hereby irrevocably consents that where the Council pays any sum to the Contractor, the Council may publish the details of such payment pursuant to the Council's interests of providing greater transparency. Such details include but are not limited to: the Contractor's full name (for the avoidance of doubt including, but not limited to, where the Contractor is a sole trader), the Contractor's company house or charity registration number, the Contract identification number, the date of payment, the net amount paid to the Contractor, the transaction number and a description confirming the nature of the transaction.