

Collaboration Support Resources

Example public body contract

This document is part of a series of Collaboration Support Resources designed for voluntary and community organisations.

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Example Public Body Contract

Summary and explanation of key terms

The notes on the first two pages below explain the meaning of the key terms in the sample contract that begins on the third page below (labelled 0 of 16 and so on). Legal terms in *italics* are explained in section 4 of the [Guide to Contract Law](#).

1.0 Length of contract

1.1 For fixed period but may be extended for a further two one-year periods.

2.0 Provider's obligations

2.1 Use reasonable skill, care, diligence, efficiency and professionalism.

2.2 Comply with all relevant legislation in providing the Services including (particularly) health and safety and equalities legislation and the prevention of fraud or corruption.

2.3 Comply with arrangements for monitoring meetings and provide information reasonably requested by the Purchaser.

2.4 Submit invoices for payment in accordance with the methods specified and keep accounts for inspection when required.

2.5 Not to accept any charge or gratuity or payment for the Services except as authorised by the Purchaser.

2.6 Notify the Purchaser of any actual or potential conflict of interest between it and the Purchaser or any other of the Partners/commissioning bodies so the Purchaser can take appropriate action to resolve the conflict.

2.7 Maintain public, employers' and professional indemnity insurance and to *indemnify* the Purchaser against any loss or claim that arises as a result of the Provider's providing the Service. See definition of "indemnity" and "indemnify" in section 8.3 of the Guide to Contract Law.

2.8 Notify Purchaser of any litigation, action or claim against the Provider in connection with the Service and assist the Purchaser in relation to any disciplinary matter or any FOIA request or Ombudsman claim.

2.9 Give copyright in all Contract Documents to the Purchaser. These are listed at the end of the Contract.

3.0 Purchaser's obligations

3.1 To pay the Provider within 30 days of receipt of invoice including VAT if charged.

3.2 To monitor the provision of the Services and to make suggestions for improvement if required.

3.3 To indemnify the Provider against any loss or damage arising from the act, default or negligence of an employee or agent of the Purchaser.

4.0 Relationship and representatives

- 4.1 The Provider is an independent contractor and not an employee or agent of the Purchaser nor a partner under the Partnership Act.
- 4.2 The Parties must each appoint an authorised representative who has full authority to give and receive instructions and generally act in relation to the Contract. Representatives may be changed on due notice being given from either Party to the other.

5.0 Subcontracts

- 5.1 Provider cannot subcontract the whole or any part of the Service without the prior written consent of the Purchaser, which will only be given at the Purchaser's discretion and then only if the Purchaser is satisfied that the subcontractor is suitably qualified and experienced. Any subcontract must be on the same terms as this Contract.

6.0 Termination

- 6.1 Either Party can terminate on six months' written notice to the other. Note that if a *Force Majeure* event arises (clause 20), the Contract provides that the Service will be suspended rather than terminated. Note the meaning of Force Majeure in section 8.3 of the Guide to Contract Law.
- 6.2 Purchaser can terminate on one month's notice if Provider commits a serious breach of contract (not defined).
- 6.3 Purchaser can terminate immediately if the Provider commits persistent or cumulative (non-serious) breaches of contract and fails to remedy them within a reasonable period of receiving notice from the Purchaser to do so.
- 6.4 Purchaser can terminate immediately if Provider becomes insolvent, has a liquidator or receiver appointed, is guilty of any corrupt practice, or offers or receives any bribes from an employee of a public body.
- 6.5 If termination under 6.2 to 6.4, Purchaser can appoint an alternative provider and claim damages from the Provider for all costs, losses, etc. arising from the breaches of contract and the termination.
- 6.6 If the Purchaser decides not to fund the Service at the end of the Contract period, TUPE will not apply and the Provider must take responsibility for any redundancy costs incurred.
- 6.7 If the Contract is awarded to another provider, the TUPE will apply and the Provider must comply with all TUPE law requirements. Within 12 months before the end of the Contract, the Provider must not make any changes to staffing in relation to the Service or those staff's conditions of employment except if these are required through national negotiations or in the ordinary course of business. Provider will *indemnify* the new provider in relation to all transferring staff against any liability, claim or cost arising before transfer.

- 7.0 **Dispute resolution and amendments to the Contract:** Contract provides for these in the schedules.

Agreement Between

ABC PUBLIC BODY

AND

..... [Name of provider]

FOR

.....

Contract No:

ABC Public Body
The Square
City Centre

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1.0 Parties to the Agreement

1.1 This Agreement is between:

ABC Public Body (“the Purchaser”)

Address:

and

[.....] (“the Service Provider”)

Status: (Company Limited by guarantee no:,
Registered Charity no.
or other status:))

Address (registered office):

2.0 To Provide – (Description of Services)

At:

Address:

Postcode:

Tel Number:

As per Schedule 1, Service Specification attached.

3.0 Definitions and Interpretations

- 3.1 Words defined in one part of the Contract Documents shall have the same meaning in all the Contract Documents unless the context clearly indicates otherwise.
- 3.2 Words enclosed by inverted commas in the Fundamentals shall have the meanings attributed to them there throughout the Contract Documents.
- 3.3 A reference to any Act of Parliament, or to any Order, Regulation, Statutory Instrument, Circular or the like, shall include any amendment or re-enactment of it.
- 3.4 The Schedules to this Contract are to be read together with, and form part of, this Contract.
- 3.5 This Contract is governed by, and is to be construed in accordance with, English law.
- 3.6 In the Contract Documents, including any supplement or modification to the Contract Documents, the words and expressions used shall (save where the context may otherwise require) have the meanings assigned to them as follows:

Word

Meaning

“Authorised Officer”	The Purchaser’s employee, named in Schedule 4, responsible for commissioning the Services.
“Commissioners”	Healthy ABC Partnership.

“Conditions”	Means the provisions set out herein which together with the Schedules and Appendices shall be the entire Contract.
“Contract”	Means the agreement concluded between the Purchaser and the Service Provider, comprising the Conditions of Contract, the Specification, the Service Provider’s Tender Submission and all Schedules and Appendices thereto, as varied from time to time and such other terms as are agreed by the Purchaser and the Service Provider.
“Contract Documents”	The documents listed at Appendix 1.
“Contract Period”	As set out in condition 4.
“Day”	Means a period of 24 hours starting at 12 o’clock midnight, including weekends.
“ <i>Force Majeure</i> ”	As set out in condition 20.
“Healthy ABC”	Health and Wellbeing Partnership in ABC.
“Participants”	The members of the Healthy ABC Partnership, namely:
“Parties”	The Purchaser and the Service Provider.
“Payments”	Monies the Purchaser pays to the Service Provider under this Contract.
“Purchaser’s Representative”	The representative of the Purchaser appointed and recorded in Schedule 4.
“Schedule”	Means the schedules to these Conditions of Contract.
“Service”	The service to be provided under the Contract as set out in Schedule 1 and including any modification under condition 10 from time to time when it is to take effect.
“Service Provider’s Representative”	The representative of the Service Provider appointed under Schedule 4.
“Service User”	Means a person in receipt of the Service.
“Specification”	Means the specification (including any appendices attached thereto) describing the Service as set out in Schedule 1, as the same

	may be varied from time to time in accordance with the Contract.
“TUPE”	Transfer of Undertakings (Protection of Employment) Regulations 2006.
“Working Day”	A day when the Purchaser is open for business.

- 3.7 Words in the singular include the plural and vice versa.
- 3.8 Words importing individuals shall be treated as importing corporations and vice versa.
- 3.9 Headings are for ease of reference only and shall not affect the construction of the Contract.
- 3.10 Reference to any enactment, order, regulation or other similar instrument shall be construed as a reference to such enactment, order, regulation or instrument as amended or re-enacted by any subsequent enactment, order regulation or instrument.
- 3.11 Healthy ABC Partnership is not a partnership under the Partnership Act 1890 or in any other legal sense.

4.0 Contract Period

- 4.1 Subject to earlier termination in accordance with this Contract, this Contract will be in force from until

5.0 Service Provider’s Obligations

- 5.1 The Service Provider shall provide the Services to the Purchaser in accordance with the Specification and the terms and conditions of this Contract.
- 5.2 The Service Provider shall, in the discharge of its duties under this Contract, exercise reasonable skill, care, and diligence, and provide the Services in an efficient and professional manner and in accordance with any applicable statutory requirements.
- 5.3 The Service Provider shall maintain proper records and accounts in relation to the provision of the Service, and the accounts in respect of the Service must be separate from the Service Provider’s other accounts.
- 5.4 The Service Provider shall submit invoices in accordance with Schedule 5 attached to the Purchaser’s Representative. The Purchaser shall make no payment unless the Service Provider submits an invoice, and the Service Level Agreement is signed.
- 5.5 The Service Provider shall regularly meet with the Authorised Officer (or his or her representative) in line with the performance monitoring arrangements set out in the Service Specification to discuss the Services being provided.
- 5.6 The Service Provider must provide such information in relation to the Service, including accounts and records, as may be reasonably requested by the Purchaser from time to time.

The Service Provider must comply with such requests upon written request from the Purchaser.

- 5.7 The Purchaser is committed to combating fraud and corruption wherever it is found in its activities. It is determined to root out fraud and corruption perpetrated by staff abusing their position and by others who may attempt to obtain the Purchaser's assets or Services to which they are not entitled. It is the duty of the Service Provider to be aware of the Purchaser's policies and codes of conduct to combat fraud and corruption and report any act/s of fraud and corruption to the Purchaser's Chief Internal Auditor or as may be appropriate. The Service Provider shall obtain a copy of the Purchaser's Policy Statement from the Chief Internal Auditor and ensure that all its agents or servants are aware of their responsibilities in this respect.

Observance of Statutory requirements

- 5.8 The Service Provider shall at all times comply with all statutory and other provisions that might apply to the Service. Although the public body may have provided some material on these areas in the background information or elsewhere, the Service Provider may not rely on this and is responsible for knowing and complying with such provisions on its own initiative. The Service Provider will *indemnify* the Purchaser and any Participant individually in full against any liability that may fall on them or it as a result of any breach by the Service Provider of such provision.

Health & Safety

The Service Provider shall:

- 5.9 At all times comply with the requirements of the Health and Safety at Work etc. Act 1974, the Management of Health and Safety at Work Regulations 1992 (including the provision of a copy of its risk assessment under these regulations when requested by the public body), and of other Acts, Regulations, Orders or rules of law pertaining to health and safety.
- 5.10 Have a health and safety policy, which complies with all statutory requirements, provide the Services in accordance with that policy, and if requested provide the Purchaser's Representative with a copy of it.
- 5.11 Do and keep reviewed a risk assessment on the health and safety risks applicable to the Service and ensure its staff are properly trained in all matters relating to health and safety, paying particular attention to the risks identified as applicable to the Service.

6.0 The Purchaser's Obligations

- 6.1 Within 30 days of the receipt of a written invoice from the Service Provider, the Purchaser shall pay the Service Provider for the Services provided, based on the rates and conditions set out in the Payment Details in the attached Schedule 5.
- 6.2 The Purchaser shall pay the Service Provider such Value Added Tax (VAT) as may be charged by the Service Provider in connection with the Service. The Service Provider shall issue a tax invoice in respect of any VAT charged.

6.3 The Authorised Officer shall regularly monitor the Service Provider's performance and shall be entitled to make recommendations to the Service Provider about improving the standard of service provided.

7.0 The Purchaser's & Service Provider's Representatives

7.1 The Purchaser and the Service Provider will each nominate a senior person to be their respective representative and point of contact between them authorised to act on their respective behalf for all purposes connected with the Contract. Any notice, information, instruction or other communication given to such Representative shall have been given to the Purchaser or the Service Provider respectively.

7.2 The Parties may also appoint a deputy or deputies to their representative to exercise all or some of their roles.

7.3 Each Party nominates their Representative (Schedule 4). The Parties will also inform each other of any change in the identity or authority of any such persons within five Working Days of such change. They will also notify each other of the telephone number, fax number, email address and postal address of any such persons and any changes in them.

7.4 Each Party shall be entitled to assume that the other's Representative has full authority to represent it in all matters relating to this Contract and to give instructions and information to the other Party on any matter relating to the provision to the Service unless a limitation of authority is imposed by law, by the terms of this Agreement or by written notice to the other Party.

8.0 Contractual Relationship

8.1 The Service Provider is not an employee or an agent of the Purchaser. Neither the Service Provider nor its employees or agents shall in any circumstances hold themselves out as being the servant or agent of the Purchaser and they are not authorised to enter into any contract on behalf of the Purchaser or in any other way to bind the Purchaser to the performance, variation, release or discharge of any obligation.

8.2 The Service Provider is responsible for all acts and omissions of its employees and agents and the Purchaser is not responsible, and cannot be held liable, for any act or omission of any person engaged by the Service Provider in relation to the Service provided under this Contract.

8.3 The Service Provider is responsible for the payment of all fees, income, taxes, national insurance contributions, and levies of any kind, relating to or arising out of the engagement of any person employed or contracted by the Service Provider in relation to the provision of Services under this Contract.

8.4 Nothing in this Contract shall be interpreted as creating a partnership in the legal sense between the Service Provider and the Purchaser or the Commissioners or any Participants or between any of the Participants in such a way as to render the Purchaser or the Commissioners liable for any debts of the Service Provider, the Service Provider liable for the debts of the Purchaser or the Commissioners or any Participants or any Participant liable to the Service Provider for the debts of any other Participant or the Commissioners. No Party shall represent in any way otherwise.

Subcontracting

- 8.5 The Service Provider must not *assign*, subcontract, or delegate any of its duties in whole or in part under this Contract without the prior written consent of the Purchaser.
- 8.6 It will be the Purchaser's absolute discretion whether to give such consent or not. It will only be given in respect of a subcontract and on the basis that the Service Provider remains fully responsible for performing the Contract and for all acts and omissions of the subcontractor as though they were the Service Provider's acts and omissions.
- 8.7 If the Service Provider wishes to ask permission to subcontract, it must explain clearly to the Purchaser which part of the Services it wishes to subcontract, why and to whom. It must also furnish the Purchaser with evidence that shows to the Purchaser's complete satisfaction that the proposed subcontractor is suitably qualified and experienced to carry out the part of the Services subcontracted to it.
- 8.8 The Service Provider shall by contract award have in place a written policy setting out its requirements of its subcontractors. The policy shall include the minimum criteria set out at Schedule 7. The Service Provider shall make any reasonable amendments to this policy requested by the Purchaser.
- 8.9 The Service Provider shall by contract award have in place a signed subcontractor agreement.

9.0 Confidentiality

- 9.1 Neither Party shall, without the prior written consent of the other, publish or disclose to any person, or permit any such disclosure by any of its employees or representatives, any confidential information received by it in relation to the Services being provided or the Party's business generally, except as may be required by law including the Freedom of Information Act 2000.
- 9.2 The Service Provider shall ensure that all persons engaged by it in relation to the provision of Services under this Contract are notified of the requirement to keep confidential any documents or information relating to the provision of the Services or to the Purchaser's business generally.

10.0 Variation

- 10.1 The Purchaser and the Service Provider may agree in writing to vary the terms and conditions of this Contract. Any variation (Schedule 2 attached) will be signed by both Parties.

11.0 Termination

- 11.1 If one of the Parties wishes to terminate this Contract before it expires, then that Party must give the other Party six months' notice in writing.
- 11.2 If the Service Provider commits a serious breach of its obligations under this Contract, then the Purchaser may, without prejudice to any accrued rights or remedies, terminate this Contract by a calendar month's notice in writing.

- 11.3 In addition, the Purchaser may terminate this Contract by notice in writing having immediate effect, without prejudice to any accrued rights or remedies, if any one or more of the following occurs:
- 11.3.1 The Service Provider commits a persistent or cumulative breach of its obligations under the Contract. A persistent or cumulative breach is deemed to occur after the Authorised Officer has issued three warning notices to the Service Provider, in any rolling 12-month period regarding the Service Provider's performance, mis-performance or failure to perform the Services as required under this Contract. A warning notice shall:
- be in writing;
 - specify the breach;
 - specify anything the Purchaser requires the Service Provider to do or not to do; or
 - if the breach is capable of remedy specify the period within which the Service Provider should remedy the breach.
- 11.3.2 A warning notice can specify or cite a number of breaches within the same notice.
- 11.3.3 On receipt of the warning notice the Service Provider shall comply with it and take such steps as are appropriate to ensure that the same or similar incident does not occur again.
- 11.3.4 The Service Provider becomes bankrupt or makes a composition or arrangement with its creditors, or has a proposal in respect of its company for voluntary arrangement for a composition of debts, or scheme or arrangement approved in accordance with the Insolvency Act 1986.
- 11.3.5 The Service Provider has an application made under the Insolvency Act 1986 to the Court for the appointment of an administrative receiver or has an administrative receiver appointed.
- 11.3.6 The Service Provider has a provisional liquidator, receiver, or manager of its business or undertaking duly appointed.
- 11.3.7 The Service Provider has possession taken, by or on behalf of the holder of any debentures secured by a floating charge, of any property comprised in, or subject to, the floating charge.
- 11.3.8 The Service Provider is in circumstances that entitle the Court or a creditor to appoint, or have appointed, a receiver, a manager, or administrative receiver, or which entitle the Court to make a winding-up order.
- 11.3.9 The Service Provider has offered, paid or given, directly or indirectly, any gift in money or any other form to any member, employee or agent of the Purchaser or any other local authority, health organisation or public body an inducement or reward in connection with their behaviour in relation to the Service, this Contract or any similar service.
- 11.3.10 The Service Provider has committed any offence under the Prevention of Corruption Acts 1889 to 1916 (whether prosecuted or not), or has paid or offered any fee or reward contrary to Section 117(2) of the Local Government Act 1972.

- 11.4 If the Contract is terminated by the Purchaser for the breaches listed in Conditions 11.2 – 11.3 above, the Purchaser shall:
- 11.4.1 Cease to be under any obligation to make further payment to the Service Provider until all costs and damage resulting from or arising out of termination of the Contract have been calculated; and
 - 11.4.2 Be entitled to deduct such costs from any sum or sums which would have been due to the Service Provider or be entitled to recover the costs from the Service Provider as a debt; these costs will be limited to costs arising directly from the termination.
 - 11.4.3 Be entitled to engage any other person to provide the Service.

12.0 End of Contract Period

- 12.1 This Contract will terminate automatically at the end of the Contract Period. There is an option to extend the contract further, with two one-year extensions subject to agreement between the Parties.
- 12.2 If this Contract comes to an end because the Purchaser ceases to fund these Services or the Services wholly or partially cease, then TUPE will not normally apply.
- 12.3 If this Agreement terminates and TUPE does apply because an equivalent Service continues in circumstances where an undertaking will transfer, the following provisions will apply:
- 12.3.1 The TUPE position shall be determined in accordance with the law at the date of expiry or termination as the case may be.
 - 12.3.2 During the 12 months preceding the termination of the Agreement by the effluxion of time or for the remaining duration of the Contract period where notice terminating this Agreement for whatever reason has been given, the Service Provider shall not:
 - materially amend the terms and conditions of employment (including rates of remuneration, hours and holidays) of any persons engaged in providing the Service other than in the ordinary course of business and/or other than in accordance with nationally negotiated changes to terms and conditions which are applicable to those persons; or
 - replace any of the persons engaged in providing the Service or deploy any person other than those already providing the Service to perform the Service or materially increase the number of persons performing the Service other than in the ordinary course of business.
- 12.4 For the purpose of this condition 12 “Transferring Employees” means those employees of the Service Provider whose employment transfers to any new Service Provider (“Future Service Provider”) under TUPE and the “Transfer Date” shall mean the date of such transfer.
- 12.5 The Service Provider shall ensure that it meets all wages, salaries and other benefits of the Transferring Employees and all PAYE tax deductions and national insurance contributions relating thereto in respect of the employment of the Transferring Employees up to the Transfer Date.

- 12.6 The Service Provider will *indemnify* any Future Service Provider and the Purchaser in full against any liability either of them may incur in respect of any Transferring Employee which arose before the Transfer Date and has transferred to it with that employee under TUPE.
- 12.7 If requested by the Future Service Provider or the Purchaser the Service Provider shall give an *indemnity* in writing in respect of such liability, but such indemnity shall be effective irrespective of whether given or requested, and this condition 12 shall be enforceable by any Future Service Provider notwithstanding condition 25.3.
- 12.8 Without prejudice to condition 12.3 above, the Service Provider shall remain responsible for all the Service Provider's employees (other than the Transferring Employees) on or after the time of expiry of termination of the Agreement and shall *indemnify* the Purchaser and any Future Service Provider against any expenses, costs or losses incurred by the Purchaser or any Future Service Provider resulting from any claim whatsoever whether arising before or after the Transfer Date by or on behalf of any of the Service Provider's employees who do not constitute the Transferring Employees.
- 12.9 The Service is wholly or predominantly funded with money the Purchaser receives from the Government. The Purchaser gives no assurance that the Service will continue at the same size or with the same requirements of a Future Service Provider. If the Purchaser or the Government's requirement for the Service diminishes in size or scope, this is at the Service Provider's risk and it will have no right of recourse against the Purchaser for all or any part of any redundancy or other costs that the Service Provider may incur as a result of such reduction.

13.0 Conflict of Interest

- 13.1 The Service Provider will notify the Purchaser's Representative immediately upon becoming aware of any possible conflict of interest which may arise between the Service Provider's interests and those of the Commissioners, a Participant or the Purchaser and shall take all reasonable steps to remove or avoid the cause of any such conflict of interest to the satisfaction of the Purchaser's Representative.

14.0 Legal Proceedings

- 14.1 The Service Provider shall notify the Purchaser's Representative of any accident, damage, complaint or breach of statutory provision relating in any way to the provision of or connected with the Service immediately upon becoming aware of such.
- 14.2 If requested to do so the Service Provider shall provide the Purchaser's Representative with any relevant information in connection with any legal inquiry, arbitration, Court proceedings or action by any Ombudsman in which any Participant may become involved relating to the Service or any relevant disciplinary hearing internal to a Participant and shall give evidence in such enquiries or proceedings or hearings arising out of the provision of the Service.
- 14.3 Should any part of the Service involve the Service Provider in performing duties or exercising powers under some other contract it shall upon becoming aware of anything which is likely to give rise to arbitration or litigation under that other contract forthwith notify the Purchaser's Representative of the existence of any such matter together with such particulars as are available.

15.0 Gratuities

15.1 The Service Provider shall not itself, or by any employee, agent or any other person involved with it in providing the Service, solicit or accept any gratuity, tip or any other form of money taking or reward, collection or charge for any part of the Service other than charges properly approved by the Purchaser in accordance with the provisions of the Contract.

16.0 Equal Opportunities

16.1 The Service Provider shall assist the Purchaser in meeting its duty to advance equality of opportunity as set out in the Equality Act 2010 by:

16.1.1 taking all reasonable steps to identify, rectify and eliminate all and any unlawful discrimination, harassment, victimisation and treatment that unfairly disadvantages any groups or individuals identified in the Equality Act 2010;

16.1.2 complying itself with all relevant anti-discrimination legislation;

16.1.3 complying with the Purchaser's Equalities Policy; and

16.1.4 cooperating fully and promptly with the Purchaser in monitoring the Service Provider's compliance with its obligations under this condition 16, such monitoring to be conducted on an annual basis or as reasonably required by the Purchaser.

16.2 The Contractor shall ensure any subcontractor it appoints complies with this condition 16.

17.0 Professional Negligence

17.1 The Service Provider shall maintain an insurance policy against the risk of professional negligence on the part of the Service Provider and persons engaged by it to the sum of £1,000,000. The Service Provider shall supply to the Purchaser a certificate from its insurers or brokers confirming its insurance policy.

18.0 Indemnity and Public Liability Insurance

18.1 The Service Provider shall indemnify the Purchaser against all actions, claims, demands, proceedings, damages, costs, charges and expenses in respect of, or arising out of, the provision of the Service in relation to the injury to, or death of, any person, or loss of, or damage to, any property including property belonging to the Purchaser. This does not apply to the extent that such injury, death, loss or damage arises out of the act, default, or negligence of the Purchaser, its employees, or agents.

18.2 The Service Provider shall maintain an insurance policy against its liabilities for any one occurrence or series of occurrences arising out of any one event.

18.3 The Service Provider shall maintain at all times the minimum insurance arrangements set out below:

- Employers' Liability (up to £10,000,000 [ten million pounds] in respect of any one claim)
- Public Liability (up to £5,000,000 [five million pounds] in respect of any one claim)

At the request of the Purchaser, once in each year of the Contract Period the Service Provider shall prove to the Purchaser's satisfaction that it has made the minimum insurance arrangements required.

19.0 Indemnity by the Purchaser

19.1 The Purchaser shall indemnify the Service Provider against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of, or in any way arising out of, the provision of the Service in relation to the injury to, or death of, any person, or loss of, or damage to any property (including property belonging to the Service Provider) to the extent that it arises out of the act, default, or negligence of the Purchaser, its employees, or agents.

20.0 Force Majeure

20.1 If either Party cannot carry out its obligations under this Contract because of Force Majeure that Party shall not be liable under this Contract for such failure.

20.2 A Party may not claim something is a result of Force Majeure unless it gives the other Party written notice that it is claiming the failure is the result of Force Majeure within ten Working Days of such failure occurring.

20.3 If Force Majeure occurs the Parties shall meet to discuss how best to continue to provide the Services until the Force Majeure ceases.

20.4 In this Contract "Force Majeure" means acts of war, acts of God, decrees of Government, riots, civil commotion and any event or circumstance which is both beyond the control of whichever Party is affected and which, acting prudently, diligently, or with reasonable foresight, it could not have prevented.

20.5 For the avoidance of doubt "Force Majeure" shall only include anything that makes it impossible or illegal to continue to provide the Services. It shall not include any labour dispute between the Service Provider and its staff or a failure by a supplier or subcontractor or anything, which makes it difficult, more expensive, or less convenient to continue to provide the Services. If Force Majeure only prevents the continued provision of part of the Services, the Service Provider will continue to provide the remainder of them.

20.6 During the suspension of all or part of the Services as a result of Force Majeure any payments in respect of those parts of the Services that are suspended shall also be suspended.

21. Dispute Resolution

21.1 In the event of a disagreement or dispute between the Parties in relation to the Service being provided or in relation to the interpretation of this Contract, the Parties shall endeavour to resolve the disagreement or dispute themselves (or through their representatives) as set out in Schedule 3, as amended from time to time.

22.0 Copyright

22.1 Copyright in the Contract Documents shall vest in the Purchaser but the Service Provider may obtain or make at its own expense any further copies required by the Service Provider in undertaking the Service.

23.0 Monitoring

23.1 The Service Provider's performance of the Service will be monitored by the Authorised Officer, who shall be entitled to make recommendations to the Service Provider for improving the standard of the Service Provider's performance in providing the Service. Upon receiving a request to do so the Service Provider or its personnel shall attend any meeting(s) arranged by the Authorised Officer or their representative for the purpose of reviewing the Service Provider's performance. The monitoring arrangements are more particularly described in the Specification attached to this Contract.

24.0 Illegality

24.1 If any provision in this Contract shall in whole or in part be held to any extent to be illegal, that term or provision or part shall to that extent be deemed not to form part of this Contract and the enforceability of the remainder of this Contract shall not be affected.

24.2 Where any such provision or decision substantially affects or alters the commercial basis of the Contract the Parties shall negotiate in good faith to amend and modify the provisions and terms of the Contract as may be necessary or desirable in the circumstances.

25.0 Waiver and Rights of Third Parties

25.1 Failure by the Purchaser at any time to enforce the provisions of this Contract or to require performance by the Service Provider of any of the provisions of the Contract shall not affect the validity of the Contract or any part thereof or the right of the Purchaser to enforce any provision in accordance with its terms.

25.2 No waiver shall be effective unless it is expressly stated to be a waiver in writing and signed by the Party giving it.

25.3 Other than as set out in condition 12.3 no term of this Contract is intended for the benefit of a third party and the Parties do not intend that any term of the Contract should be enforceable by a third party either under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

Signatures to Contract:

Signed on behalf of the Purchaser
Print name
Position
Witnessed by
Witness signature
Date

Signedon behalf of the Service Provider
Print name
Position
Witnessed by
Witness signature
Date

Contract Documents

The Contract Documents shall consist of the following:

Schedule 1
Service Specification

Schedule 2
Variation details

Schedule 3
Dispute resolution

Schedule 4
Authorised officer's and parties' representatives' details

Schedule 5
Funding details and payment schedule

Schedule 6
Service Provider's tender submission

Schedule 7
Subcontractor Policy – minimum criteria