DATED_____

FRAMEWORK AGREEMENT

FOR THE PROVISION OF PLANT AND VEHICLE HIRE (OPERATED AND NON-OPERATED) AND ASSOCIATED SERVICES

between

LANCASHIRE COUNTY COUNCIL

and

SUPPLIER

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THIS AGREEMENT is dated [DATE]

PARTIES

(1) **LANCASHIRE COUNTY COUNCIL** whose principal place of business is at County Hall PO BOX 100, Fishergate, Preston, Lancashire, PR1 8XJ (**Authority**); and

(2) **[FULL COMPANY NAME]** incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at, [REGISTERED OFFICE ADDRESS] (**Supplier**).

BACKGROUND

(A) The Authority placed a Notice in the Find a Tender [REFERENCE] on [DATE] inviting potential Suppliers to tender for the contract hire of storage accommodation, vehicles and plant (operated and non-operated), **("Equipment")** (divided into Lots) and the provision of associated repair, maintenance and support services **("Services")** to itself under a framework agreement. The Authority intends to appoint multiple framework providers on each Lot.

(B) On the basis of the Supplier's Tender, the Authority selected the Supplier to enter a Framework Agreement to supply the Equipment and provide the Services when an Order is placed by the Authority in accordance with this Framework Agreement.

(C) The Supplier represented to the Authority that it is capable of meeting an Order for a contract for the hire of any Equipment and of delivering the Services under the Framework Agreement and in accordance with the Authority's requirements as set out in its Invitation To Tender and, in particular, the Supplier made representations to the Authority in its Tender in relation to its competence, professionalism and ability to be appointed to the Framework and to provide the Services in an efficient and cost effective manner.

(D) This Framework Agreement sets out the procedure for ordering the Services and Equipment, the main terms and conditions for the supply of the Equipment and Services and the obligations of the Parties under this Framework Agreement.

(E) Although it is the Parties' intention that the Supplier shall be obliged to provide the Services and Equipment following receipt of a valid Order, the Authority shall have no obligation to place Orders with the Supplier under this Framework Agreement or at all.

(F) A contract for the hire of any Equipment and provision of any Services specified in an Order on the Call-Off Terms and Conditions set out in Schedule 5 will be formed on receipt by the Authority of the Supplier's acceptance of its Order in accordance with clauses 4.3 and 4.4.

(G) In consideration of the mutual promises set out in this Framework Agreement and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree to the terms of this Framework Agreement with effect from the date of the Framework Agreement.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this Framework Agreement, including for the avoidance of doubt the Schedules.

Achieved KPI: means the KPI Score or Rating that the Supplier has actually achieved during the Reporting Period/ KPI Measurement Period.

Act: means The Procurement Act 2023 (as amended) and relevant subsidiary legislation.

Agreed Purposes: the data is to be processed as part of the for the hire of Equipment and provision of Services as set out in the specification in Schedule 1 and any Order.

Approval: means the prior written approval of the Authority.

Audit: means an audit carried out pursuant to clause 10.

Auditor: means the National Audit Office or an auditor appointed by the Audit Commission as the context requires.

Authorised Representative: means the persons respectively designated as such by the Authority and the Supplier, the first such persons being set out in clause 32.

Award Criteria: means the Standard Award Criteria and/or the Competed Award Criteria as the context requires.

Call–Off Contract: means the legally binding agreement (made pursuant to the provisions of this Framework Agreement) for the provision of Equipment and Services made between the Authority and the Supplier comprising of an Order Form and the Call –Off Terms and Conditions (Schedule 5) (as may be amended pursuant to clause 4.4) and the Framework Agreement (as applicable).

Call-off Terms and Conditions: means the terms and conditions in Schedule 5

Change of Control: means a change of control within the meaning of section 1124 of the Corporation Tax Act 2010.

Commencement Date: means [INSERT DATE]

Competed Services: means services that, at the entire discretion of the Authority, are competed via competitive selection process in accordance with this Framework Agreement.

Competed Services Award Criteria: means the award criteria to be applied to Supplemental Tenders received through a competitive selection process held for the award of Contracts for Competed Services as set out in Schedule 2 and the Order Form.

Confidential Information: means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which would or would be likely to prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights, know-how of either Party and all personal data within the meaning of the Data Protection Legislation.

Contract Notice: means the contract notice [REFERENCE AND DATE] published in the UK e-notification service.

Controller: shall have the meaning as set out in the UK Data Protection Legislation in force at the time.

Core Item: means those items of Equipment specified as Core Items in the Pricing Matrices.

Core Supplier(s): subject to paragraph 5.5 of Schedule 7, those Framework Providers who have tendered for all Core Items within a Lot and have been successfully awarded a position as a Core Supplier in accordance with the Award Criteria.

Corrective Action Plan: means the plan described in paragraph of 4.4.4 of Schedule 7.

Debarment List: shall have the meaning as set out in the Act.

Default: means any breach of the obligations of the relevant Party under this Framework Agreement or a Call-Off Contract (including fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of the relevant Party or the Staff in connection with or in relation to the subject matter of the Call-Off Contract and in respect of which such Party is liable to the other including as described in Schedule 7 (Key Performance Indicators).

Data Protection Legislation: shall mean all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (*SI 2003/2426*) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

Data Subject: as set out in the UK Data Protection Legislation in force at the time.

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

Equipment: equipment, storage accommodation, vehicles and/or operated or non-operated plant (whether a Core Item or a Non-Core Item), specified in an Order.

FOIA: means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

Framework Agreement: means this agreement and all Schedules to this agreement.

Framework Agreement Variation Procedure: means the procedure set out in Schedule 8.

Framework Providers: means the Supplier and other suppliers appointed as framework providers under this Framework Agreement.

Guidance: means any guidance issued or updated by the UK government or any regulatory or industry body from time to time.

Holding Company shall have the meaning ascribed by section 1159 of the Companies Act 2006 or any statutory re-enactment or amendment thereto.

Improvement Plan: means the corrective action plan described and submitted in accordance with paragraph 4.4.3 of Schedule 7 requiring the Supplier to improve on performance in line with the KPIs and otherwise described in that Schedule.

Information: has the meaning given under section 84 of the FOIA.

Intellectual Property Rights: means patents, inventions, trademarks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including the United Kingdom) and the right to sue for passing off.

Invitation to Tender: means the Invitation to Tender published by the Authority in respect of the Framework.

Key Performance Indicators or KPI(s): means the key performance indicators set out in Schedule 7.

KPI Contract Management Actions: means the actions applicable to the relevant KPI Rating under paragraph 4.4 of Schedule 7.

KPI Improvement Notice: means a formal notice issued by the Authority to the Supplier when their performance

KPI Rating: the rating for the Supplier's KPI Weighted Score for the KPI Measurement Period as described in the Supplier Performance Rating table in Appendix 1 Schedule 7 (Key performance Indicators)

KPI Measurement Period: the frequency or time period by which the KPIs are to be monitored or otherwise described as the KPI Assessment in the Appendix 1 of Schedule 7.

KPI Target: means the acceptable performance level for a KPI as set out in relation to each KPI.

KPI Weighting: the total KPI weighting used to determine the Overall KPI Score for the Supplier Performance Rating.

KPI Weighted Score: the total Supplier's final weighted score of all KPIs for the KPI Measurement Period which is determined by multiplying the Achieved KPI by the KPI weighting for each KPI. This shall be expressed as a percentage (%).

Law: the laws of England and Wales and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the provision of the Services or with which the Supplier must comply.

Local Government Review: means a review of plans to streamline local government as further described by the ministry of Housing, Communities and Local Government and further described in the link: https://www.gov.uk/government/news/review-of-local-government-reorganisation-launched which may be updated from time to time.

Lots: means the services and equipment divided into lots as referred to in the Contract Notice and set out in Schedule 2.

Management Information: means the management information specified in Schedule 6.

Mandatory Exclusion Grounds: shall have the meaning as set out in the Act.

Mandatory Requirements: the mandatory health and safety requirements (whether in law or as listed in the Specification).

Mini-Competition Form: means the Authority's Invitation To Tender for a competitive selection process including the specification for Competed Services, the timetable for the competitive selection process and any additional evaluation criteria supplementing the Competed Services Award Criteria for the Supplemental Tender submission.

Month: means a calendar month.

New Authority: means a new authority or authorities created pursuant to the Local Government Review proposal which will statutorily succeed the Authority in whole or in part and/or have the same statutory responsibilities of the Authority particularly in relation to the Services (and implemented under any ensuing statutory acts, regulations and/or orders as applicable).

Non-Core Item: means those items specified as such in the relevant Pricing Matrices which can be delivered by either a Core Supplier, or a Non-Core Supplier.

Non-Core Supplier: shall be a Supplier who is not a Core Supplier.

Order: means an order for Services and Equipment sent by the Authority to the Supplier in accordance with the award procedures in clause 4, the form of which will be in writing (whether by email, etc.) as determined by the Authority.

Order Form: means a document setting out details of an Order in the form set out in Schedule (4) or as otherwise agreed in accordance with clause 4.8.

Overall KPI Score: means the score ranges used to assign a KPI Rating to the Supplier's KPI Weighted Score, as set out in Appendix 1 to Schedule 7.

Parent Company: means any company which is the ultimate Holding Company of the Supplier and which is either responsible directly or indirectly for the business activities of the Supplier or which is engaged in the same or similar business to the Supplier.

Party: means the Authority and/or the Supplier. **Parties** to be interpreted accordingly.

Permitted Recipients: the parties to this Framework Agreement, the employees of each party, any third parties engaged to perform obligations in connection with this Framework Agreement.

Personal Data: means personal data (as defined in the Data Protection Legislation) which is processed by the Supplier or any Staff on behalf of the Authority pursuant to or in connection with this Framework Agreement.

Personal Data Breach: as set out in the UK Data Protection Legislation in force at the time.

Price: the prices for the supply of the Equipment and delivery of the Services shall be the prices set out in the Order based on the Pricing Matrices.

Pricing Matrices: means the Rate Card as set out in Schedule 3 (Pricing Matrices).

Processor: as set out in the UK Data Protection Legislation in force at the time.

Processing and appropriate technical and organisational measures: as set out in the UK Data Protection Legislation in force at the time.

Procurement Challenge: means a credible and substantive legal or procurement challenge of any nature and/or this Framework Agreement or any Call-Off Contract being deemed set aside by a court or to be declared to be in breach of any law or regulation.

Prohibited Act: the following constitute Prohibited Acts:

(a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to:

(i) induce that person to perform improperly a relevant function or activity; or

(ii) reward that person for improper performance of a relevant function or activity;

(b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Framework Agreement;

(c) committing any offence:

(i) under the Bribery Act 2010;

(ii) under legislation creating offences concerning fraudulent acts;

(iii) at common law concerning fraudulent acts relating to this Framework Agreement or any other contract with the Authority; or

(iv) of defrauding, attempting to defraud, or, conspiring to defraud, the Authority (including offences by the Supplier under Part 3 of the Criminal Finances Act 2017).

(d) any activity, practice or conduct which would constitute one of the offences listed under (c) if such activity, practice or conduct had been carried out in the UK.

Rate Card: means the schedule of rates applicable to the Equipment under this Framework Agreement, as set out in Schedule 3 (Pricing Matrices).

Regulatory Bodies: means those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Framework Agreement or any other affairs of the Authority.

Relevant Transfer: a relevant transfer for the purposes of TUPE.

Reporting Period: means the relevant KPI Measurement Period or Formal Review period as set out in Schedule 6 and Schedule7.

Request for Information: means a request for information or an apparent request under the FOIA or the Environmental Information Regulations.

Services: means the hire of Equipment and any associated services detailed in Schedule 1 (Service Specification & Supplier Lots).

Site: means the delivery address or location named in the Order where the Equipment is to be delivered/ Services are to be performed.

Social Value Commitments: the minimum targets made by the Supplier in its Tender to enhance economic, community or environmental benefits within Lancashire. The Supplier's Social Value Commitments are set out in the Supplier's Tender.

Specification: contains the details of the Services to be delivered under a Call-Off Contract.

Staff: means all persons employed by the Supplier together with the Supplier's servants, agents, Suppliers and Subcontractor used in the performance of its obligations under this Framework Agreement and any Call-Off Contracts.

Standard Services: means the standard services and equipment referred to in Schedule 1.

Standard Services Award Criteria: means the award criteria to be applied for the award of Contracts for Standard Services set out in Schedule 2.

Subcontract: any contract between the Supplier and a third party pursuant to which the Supplier agrees to source any Equipment and/or provision of any of the Services from that third party.

Subcontractor: a contractor or supplier that enters into a Subcontract with the Supplier.

Supplemental Tender: means the documents submitted to the Authority in response to the Authority's invitation to Framework Providers for formal offers to supply it with Competed Services.

Supplier Incentive Scheme: the Authority's programme to improve its pay to purchase processes to enable the Supplier to benefit from the early payment of their invoices in return for a small rebate of the Price (and where the Supplier's Tender indicated that the Supplier wished to be part of the scheme in relation to Orders, the terms of the Supplier Incentive Scheme are set out at Schedule 10)**.**

Supplier Performance Rating: means the KPI Rating assigned to the Supplier for the relevant KPI Measurement Period.

Supplier's Lots: means the lots to which the Supplier has been appointed under this Framework Agreement as set out in Part 2 of Schedule 1.

Supplier Terms: means the Supplier's terms for the Services in relation to an Order.

Tender: means the tender submitted by the Supplier to the Authority on [INSERT DATE].

Term: means the term of the Framework Agreement as defined in clause 2.2.

Termination Date: is the date 4 years after the Commencement Date unless this Framework Agreement is terminated earlier in accordance with its terms.

TUPE: the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

Working Day(s): means any day other than a Saturday, Sunday or public holiday in England and Wales.

Year: means a calendar year.

1.2 The interpretation and construction of this Framework Agreement shall all be subject to the following provisions:

(a) words importing the singular meaning include where the context so admits the plural meaning and vice versa;

(b) words importing one of the genders shall include the other genders;

(c) the words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation";

(d) references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;

(e) references to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;

(f) headings are included in this Framework Agreement for ease of reference only and shall not affect the interpretation or construction of this Framework Agreement;

(g) the Schedules form part of this Framework Agreement and shall have effect as if set out in full in the body of this Framework Agreement and any reference to this Framework Agreement shall include the Schedules;

(h) references in this Framework Agreement to any clause or sub-clause or Schedule without further designation shall be construed as a reference to the clause or sub-clause or Schedule to this Framework Agreement so numbered;

(i) references in this Framework Agreement to any paragraph or sub-paragraph without further designation shall be construed as a reference to the paragraph or sub-paragraph of the relevant Schedule to this Framework Agreement so numbered; and

(j) reference to a clause is a reference to the whole of that clause unless stated otherwise.

PART ONE: FRAMEWORK ARRANGEMENTS AND AWARD PROCEDURE

2. TERM OF FRAMEWORK AGREEMENT

2.1 The Framework Agreement shall take effect on the Commencement Date and (unless it is terminated earlier in accordance with the terms of this Framework Agreement or is otherwise lawfully terminated) shall terminate at the end of the Term.

2.2 The term of this Framework Agreement shall be for a period of four (4) Years from the Commencement Date (the "**Term**").

3. SCOPE OF FRAMEWORK AGREEMENT

3.1 This Framework Agreement governs the relationship between the Authority and the Supplier in respect of the supply of the Equipment and provision of the Services by the Supplier to the Authority.

3.2 The Authority appoints the Supplier as a Framework Provider of the Services and Equipment and the Supplier shall be eligible to receive Orders for such Services and Equipment from the Authority during the Term.

3.3 The Supplier acknowledges that there is no obligation for the Authority to purchase any Services or order any Equipment from the Supplier during the Term of the Framework Agreement.

3.4 No undertaking or any form of statement, promise, representation or obligation shall be deemed to have been made by the Authority in respect of the total quantities or values of the Equipment and Services to be ordered pursuant to this Framework Agreement and the Supplier acknowledges and agrees that it has not entered into this Framework Agreement on the basis of any such undertaking, statement, promise or representation.

3.5 The Authority may at their absolute discretion and from time to time order Equipment and/or Services from the Supplier in accordance with the ordering procedure set out in clause 4 during the Term. If there is a conflict between clause 4 and the Act, the Act shall take precedence.

3.6 If and to the extent that any Services and/or Equipment under this Framework Agreement are required the Authority shall:

(a) enter into an agreement with the Supplier for these Services and Equipment materially in accordance with the terms of the Call-Off Contract; and

(b) comply with the ordering procedure in clause 4.

3.7 The Supplier acknowledges that, in entering this Framework Agreement, no form of exclusivity or volume guarantee has been granted by the Authority for the Services and Equipment and that the Authority is at all times entitled to enter into other contracts and arrangements with other Suppliers for the provision of any or all services which are the same as or similar to the Services and Equipment.

3.8 The Supplier's Tender as annexed to this Framework Agreement at Schedule 9, and any obligations on the Supplier specified within the Tender shall form part of the contractual obligations of this Framework Agreement. Where there is any conflict between the terms of this Framework Agreement and any of its Schedules the conflict shall be resolved in accordance with the procedure given at clause 5.2.

4. AWARD PROCEDURES

Awards under the Framework Agreement

4.1 If the Authority decides to source Services and/or Equipment through the Framework Agreement, then it may:

(a) satisfy its requirements for the Standard Services by awarding a Call-Off Contract in accordance with the objective mechanism and terms laid down in this Framework Agreement without re-opening competition; or

(b) satisfy its requirements for Competed Services by awarding a Call-Off Contract following a competitive selection process conducted in accordance with the requirements of clause 4.4.

Standard Services (awards without re-opening competition)

4.2 The Authority, when ordering Standard Services under the Framework Agreement without re-opening competition, shall apply the following objective procedure:

(a) identify the relevant Lot which its Standard Services requirements fall into;

(b) identify if the Standard Services involve a Core or Non-Core Item;

(c) where the Standard Services involve a Core Item, the Authority shall identify the Authority's Core Suppliers for the relevant Standard Services and determine the Framework Provider with the lowest rate for the required Core Item in that Lot;

(d) where the Standard Services involve a Core Item, but no Core Suppliers can provide the Core Item, the Authority shall identify the Authority's Non-Core

Suppliers for the relevant Standard Services and determine the Framework Provider with the lowest rate for the required Core Item in that Lot;

(e) where the Standard Services involve a Non-Core Item, the Authority shall identify the Authority's Core Suppliers and Non-Core Suppliers for the relevant Standard Services and determine the Framework Provider with the lowest rate for the required Non-Core Item in that Lot;

(f) in all cases, the Authority shall provide details of the specification for the relevant Standard Services to the Authority's proposed supplier (such specification is the Authority's Invitation To Tender for that Framework Provider) and which:

(i) is described by the Authority to that Framework Provider as a minimum verbally (where a written confirmation is not reasonably practicable given the urgency of the Authority's requirement);

(ii) includes, but is not limited to, the following information:

(A) the Standard Services required by the Authority;

(B) the availability of the Framework Provider required to meet the proposed time and location at which Standard Services are to be delivered by the Authority's chosen Framework Provider or made available for collection by the Customer; and

(C) incorporating by reference the Call-off Terms and Conditions and the Framework Provider's pricing for the Standard Services set out in the Pricing Matrices in its Tender;

(g) if the Authority's proposed supplier is not able to provide the Standard Services at all or is not able to meet the Authority's availability requirement for delivery or collection, provide details of the specification to the Core Supplier (and/or Non-Core Supplier as appropriate) having the next lowest priced tender ranking for the relevant Standard Services; and

(h) repeat the process set out in clauses 4.2(c) to 4.2(g) until a Framework Provider offers to fulfil the specification (by its offer in response to the Customer's Invitation To Tender, as a minimum by verbal confirmation (where a written confirmation is not reasonably practicable given the urgency of the Authority's requirement)) or there are no further Framework Providers qualified to fulfil it.

4.3 Where the Supplier is selected by the Authority to be issued the specification and the Supplier makes its offer to fulfil the specification (as a minimum by verbal confirmation (where a written confirmation is not reasonably practicable given the urgency of the Authority's requirement)):

(a) the Authority shall book a delivery slot or arrange a collection time with the Supplier;

(b) where the Supplier made its offer by verbal confirmation the Authority shall:

(i) use reasonable endeavours to prepare and send to the Supplier by e-mail to the Supplier contact having authority to bind the Supplier within thirty (30) minutes of the Supplier's verbal confirmation an Order Form describing the Authority's Invitation To Tender, the Supplier's offer and the Authority's acceptance of that offer;

(ii) (unless otherwise stated) include the following information on the Order Form:

(A) incorporate by reference the Call-off Terms and Conditions; and

(B) refer to the Supplier's pricing set out in the Pricing Matrices in its Tender;

(c) where the Supplier made its offer by written confirmation the Authority shall:

(i) use reasonable endeavours to prepare and send to the Supplier by e-mail to the Supplier contact having authority to bind the Supplier as soon as reasonably practicable following receipt by the Authority of the Supplier's written confirmation an Order Form describing the Authority's Invitation To Tender, the Supplier's offer and the Authority's acceptance of that offer;

(ii) (unless otherwise stated) include the following information on the Order Form:

(A) incorporate by reference the Call-off Terms and Conditions; and

(B) refer to the Supplier's pricing set out in the Pricing Matrices in its Tender, and

(d) the issue of the Order Form by the Authority is its acceptance and forms the Call-off Contract and the Supplier shall provide the Standard Services in accordance with the terms of the Call-off Contract,

provided that if the Supplier subsequently is unable to deliver the specification and the Call-off Contract the Supplier shall notify the Authority as soon as reasonably practicable to permit the Authority to make alternative provision for Standard Services using the process set out in clauses 4.2(d) to 4.2(g).

Competed Services (awards following a competitive selection process)

4.4 The Authority, when ordering Competed Services under the Framework Agreement using a competitive selection process, shall:

(a) identify the Framework Providers capable of performing the Call-off Contract for the Competed Services requirements;

(b) supplement and refine the Call-off Terms and Conditions which form the basis of any Call-off Contract for such Competed Services (but only to the extent permitted by (and in accordance with) the requirements of the Act and Guidance);

(c) conduct a competitive selection process from eligible, invited Framework Providers by issuing a Mini-Competition Form (such form being the Authority's Invitation To Tender);

(d) evaluate all Supplemental Tender submissions received (such submission being a Framework Provider's offer in response to the Authority's Invitation To Tender) by the deadline set out in the Mini-Competition Form in accordance with the evaluation criteria set out in the Mini-Competition Form;

(e) (on conclusion of the Supplemental Tender submission evaluation process) accept a Supplemental Tender submission and award a Call-off Contract to the Framework Provider submitting the most economically advantageous Supplemental Tender based on the evaluation criteria set out in the Mini-Competition Form by the Authority using all reasonable endeavours to send an Order Form to the chosen Framework Provider as soon as reasonably practicable (except where clause 4.4(f) below applies);

(f) where the delivery of the Competed Services has a lead time specified by the Authority less than three (3) Working Days from the date of issue of the Mini-Competition Form:

(i) Use reasonable endeavours to prepare and send to the Supplier contact having authority to bind the Supplier by email, an Order Form describing the Authority's Invitation To Tender in its Mini-Competition Form, the Supplier's offer in its Supplemental Tender and the Authority's acceptance of that offer which (unless otherwise stated) as soon as reasonably practicable following the Customer's decision to award a Call-off Contract;

(ii) Such Order Form shall include the following information:

(A) incorporate by reference the Call-off Terms and Conditions; and

(B) refer to the Supplier's pricing for Competed Services set out in the Supplemental Tender, and

(g) the issue of the Order Form by the Authority is its acceptance and forms the Call-off Contract and the Supplier shall provide the Competed Services in accordance with the terms of the Call-off Contract,

PROVIDED THAT if the Supplier subsequently is unable to deliver the specification and the Call-off Contract the Supplier shall notify the Authority as soon as reasonably practicable to permit the Authority to make alternative provision for Competed Services, the terms of the Call-off Contract shall not take effect and the Authority may then award a Call-off Contract to the next Framework Provider that has submitted the next most economically advantageous Supplemental Tender.

4.5 The Supplier agrees that each Supplemental Tender submitted by the Supplier for Competed Services held pursuant to this clause 4 shall remain open for acceptance for a minimum of sixty (60) days (or such other period specified in the Mini-competition Form issued by the Authority in accordance with this clause 4).

4.6 Notwithstanding the fact that the Authority has followed the procedure set out above in this clause 4 for either Standard Services or Competed Services, the Authority may cancel, postpone, delay or end the procedure without placing an Order for Services or the Equipment or awarding a Call-off Contract. Nothing in this Framework Agreement shall oblige the Authority to place any Order for Services.

4.7 If the Supplier modifies or imposes conditions on the fulfilment of a Call-off Contract (or Order) the Authority may either:

(a) reissue the terms of a Call-off Contract incorporating the modifications or conditions; or

(b) treat the Supplier's response as notification of its inability to fulfil the specification and the Call-off Contract and the provisions of clause 4.2(h) for Standard Services or the proviso/condition beneath clause 4.4(g) for Competed Services shall apply (as the case may be).

4.8 Subject to clause 4.1 to clause 4.7 above, the Authority may place an order in writing in substantially the form set out in Schedule (4) or such similar or analogous form agreed with the Supplier including systems of ordering involving e-mail or other online solutions.

4.9 The Supplier agrees that where the universal or partial succession of the Supplier occurs in accordance with clause 25.4(b) below and the effect of which is to reduce competition within a Lot, the Authority reserves the right to re-procure the affected Lot or Lots in order to ensure effective competition and value for money to the Authority.

5. CONTRACT PERFORMANCE AND PRECEDENCE OF DOCUMENTS

5.1 The Supplier shall perform all Call-Off Contracts entered into with the Authority in accordance with:

(a) the requirements of this Framework Agreement; and

(b) the terms and conditions of the respective Call-Off Contracts.

5.2 In the event of, and only to the extent of, any conflict or inconsistency between the terms and conditions of this Framework Agreement and the terms and conditions of a Call-Off Contract, such conflict or inconsistency shall be resolved according to the following order of priority:

(a) the clauses of the Call-Off Contract;

(b) the Order Form except Supplier's Tender and Supplemental Tender to the Order Form;

(c) the Mini-Competition Form for a Supplemental Tender (where applicable);

(d) the terms of the Framework Agreement, the Schedules to the Framework Agreement and the appendices to the Order Form, except the Supplier's Tender;

(e) any other document referred to in the clauses of the Call-Off Contract; and

(f) the Supplemental Tender then Supplier’s Tender.

5.3 The Supplier shall at all times during the term of the Framework Agreement comply with the Key Performance Indicators and achieve the KPI Targets set out in Schedule 7 (Key Performance Indicators).

5.4 For avoidance of doubt if the Supplier’s Tender includes any Supplier Terms this shall not form part of the Framework Agreement.

5.5 The Supplier must comply with the Mandatory Requirements in relation to all Equipment provided under any Order. The Supplier shall indemnify and keep indemnified the Authority from and against any and all expenses, liabilities, losses, claims and proceedings suffered from or incurred by the Authority howsoever resulting from breach of the Supplier to satisfy the Mandatory Requirements save to the extent where the breach is due to the negligence or written instructions of the Authority under the relevant Order to which it relates.

6. PRICES FOR SERVICES AND EQUIPMENT

6.1 The prices offered by the Supplier for Contracts to the Authority for Standard Services shall be the prices listed in the Rate Card as set out in the Pricing Matrices for the relevant Lot and such prices shall only be adjusted in accordance with the provisions of Schedule 3(Pricing Matrices). The prices in the Rate Card are exclusive of VAT.

6.2 The prices offered by the Supplier for Contracts to the Authority for Competed Services shall be based on the price in the Pricing Matrices and tendered in accordance with the requirements of the competitive selection process held pursuant to clause 4.

6.3 Each Order shall refer to the Rate Card and Equipment and/or the Services required and whether :

(i) the daily, weekly and monthly rate are applicable to that Equipment;

(ii) the number of Working Days that such Equipment is expected to be used; and

(iii) the total price for supply of that Equipment and/or delivery of the Services calculated by multiplying the number of Working Days and the applicable rate as per 6.3 (i).

6.4 The Authority shall pay all undisputed sums due to the Supplier for the aggregated total for the supply of the Equipment and/or delivery of Services satisfactorily completed and properly invoiced within thirty (30) days of receipt of a valid invoice. All payments shall be made in Great British Pound (GBP). The Authority may withhold payment of any disputed amount, provided that it notifies the Supplier of the reason for the dispute in accordance with the Call-Off Contract. The Parties shall work together in good faith to resolve any disputed invoice. Payment of an invoice shall not constitute acceptance of any Equipment and/or Services to which that invoice relates.

6.5 The Supplier shall ensure that each invoice contains all appropriate references and a detailed breakdown of the Equipment and/or Services supplied and that it is supported by any other documentation reasonably required by the Authority to substantiate the invoice**.**

6.6 Where price adjustments are rejected by the Authority in accordance with Schedule 3 (Pricing Matrices), the Authority may issue a termination notice of three (3) months to the Supplier.

SUPPLIER'S GENERAL FRAMEWORK OBLIGATIONS

7. WARRANTIES AND REPRESENTATIONS

7.1 The Supplier warrants and represents to the Authority that:

(a) it has full capacity and authority and all necessary consents (including, where its procedures so require, the consent of its Parent Company) to enter into and to perform its obligations under this Framework Agreement;

(b) this Framework Agreement is executed by a duly authorised representative of the Supplier;

(c) in entering into this Framework Agreement or any Call-Off Contract, the Supplier, the Staff, Subcontractor(s) and Supplier Personnel have not committed any Prohibited Act;

(d) the Supplier, the Staff, Subcontractor(s) and Supplier Personnel have not been nor are subject to any investigation, inquiry or enforcement proceedings by a governmental, administrative or regulatory body regarding any Prohibited Act or alleged Prohibited Act;

(e) the Supplier, the Staff, Subcontractor(s) and Supplier Personnel have not been nor are they listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or other government contracts on the grounds of a Prohibited Act;

(f) as at the Commencement Date, all information, statements and representations contained in the Tender are true, accurate and not misleading save as may have been specifically disclosed in writing to the Authority before the execution of this Framework Agreement and it will promptly advise the Authority of any fact, matter or circumstance of which it may become aware during the Term that would render any such information, statement or representation to be false or misleading;

(g) no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets that will or might affect its ability to perform its obligations under this Framework Agreement and any Call-Off Contract which may be entered into with the Authority;

(h) it is not subject to any contractual obligation, compliance with which is likely to have an effect on its ability to perform its obligations under this Framework Agreement and any Call-Off Contract; and

(i) no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue.

7.2 The Supplier shall promptly notify the Authority if, at any time during the Term, its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out in clause 7.1 at the relevant time.

8. SERVICE PRE-REQUISITES

8.1 The Supplier shall be responsible for obtaining all licences, authorisations, consents or permits required in relation to the performance of this Framework Agreement and any Call-Off Contract.

SUPPLIER'S INFORMATION OBLIGATIONS

9. REPORTING AND MEETINGS

9.1 The Supplier shall submit Management Information to the Authority in the form set out in Schedule 6 and in line with the monitoring and review requirements for the provisions of information in Schedule 7 (Key Performance Indicators) throughout the Term.

9.2 The Authorised Representatives shall meet in accordance with the details set out in Schedule 6 and the Supplier shall, at each meeting, present its previously circulated Management Information in the format set out in that Schedule.

9.3 The Authority may make changes to the nature of the Management Information that the Supplier is required to supply and shall give the Supplier at least one month's written notice of any changes.

10. RECORDS AND AUDIT ACCESS

10.1 The Supplier shall keep and maintain until six (6) Years after the date of termination or expiry (whichever is the earlier) of this Framework Agreement (or as long a period as may be agreed between the Parties), full and accurate records and accounts of the

operation of this Framework Agreement including the Services and Equipment provided under it, the Call-Off Contracts entered into with the Authority and the amounts paid.

10.2 The Supplier shall keep the records and accounts referred to in clause 10.1 above in accordance with good accountancy practice.

10.3 The Supplier shall afford the Authority or the Auditor (or both) such access to such records and accounts as may be required from time to time.

10.4 The Supplier shall provide such records and accounts (together with copies of the Supplier's published accounts) during the Term and for a period of six (6) Years after expiry of the Term to the Authority and the Auditor.

10.5 The Authority shall use reasonable endeavours to ensure that the conduct of each Audit does not unreasonably disrupt the Supplier or delay the supply of the Equipment and provision of the Services pursuant to the Call-Off Contracts, save insofar as the Supplier accepts and acknowledges that control over the conduct of Audits carried out by the Auditor is outside of the control of the Authority.

10.6 Subject to the Authority's rights of confidentiality, the Supplier shall on demand provide the Auditor with all reasonable co-operation and assistance in relation to each Audit, including:

(a) all information requested by the Auditor within the scope of the Audit;

(b) reasonable access to sites controlled by the Supplier and to equipment used in the provision of the Services and Equipment; and

(c) access to the Staff.

10.7 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause 10, unless the Audit reveals a material Default by the Supplier in which case the Supplier shall reimburse the Authority for the Authority's reasonable costs incurred in relation to the Audit.

10.8 This clause 10 shall also apply to the Supplier's subcontractors, and the Supplier shall ensure these obligations (along with all other compliance and auditing constraints) are flowed down contractually to all subcontractors.

11. CONFIDENTIALITY

11.1 Subject to clause 11.2, the Parties shall keep confidential the Confidential Information of the other Party, all matters relating to this Framework Agreement and shall use all reasonable endeavours to prevent their representatives from making any disclosure to any person of any matters relating hereto.

11.2 Clause 11.1 shall not apply to any disclosure of information:

(a) required by any applicable law, provided that clause 14.1 shall apply to any disclosures required under the FOIA or the Environmental Information Regulations;

(b) that is reasonably required by persons engaged by a Party in the performance of that Party's obligations under this Framework Agreement;

(c) where a Party can demonstrate that such information is already generally available and in the public domain otherwise than as a result of a breach of clause 11.1;

(d) by the Authority of any document to which it is a party and which the Parties to this Framework Agreement have agreed contains no Confidential Information;

(e) to enable a determination to be made under clause 23;

(f) which is already lawfully in the possession of the receiving party, prior to its disclosure by the disclosing party, and the disclosing party is not under any obligation of confidence in respect of that information;

(g) by the Authority to any central government or regulatory body provided that the Authority informs the recipient of any duty of confidence owed in respect of the information; and

(h) by the Authority relating to this Framework Agreement and in respect of which the Supplier has given its prior written consent to disclosure.

12. SOCIAL VALUE

12.1 The Supplier will be required to report in accordance with the Framework Agreement Reports as set out in Schedule 6 (Contract management) on delivery of its Social Value Commitments.

12.2 Where there are genuine and justifiable reasons for the non-delivery of a Social Value Commitment by the Supplier, the Authority will seek to engage with the Supplier to determine any issues that are impeding delivery of its Social Value Commitments. The

Supplier will be required to have a coherent rectification strategy which could include alternative social value proposals to provide an equivalent benefit.

12.3 Where the Supplier reasonably considers that delivery of certain Social Value Commitments is no longer viable, it shall be required to proactively engage with the Authority. The parties shall work together to see how those Social Value Commitments could be met or agree to modify the Social Value Commitments. Any revisions to the Social Value Commitments shall be subject to the Framework Agreement Variation Procedure

13. DATA PROTECTION

13.1 The Supplier shall, and shall procure that all Staff shall, comply with the provisions and obligations imposed by the Data Protection Legislation in relation to the storing and processing of Personal Data and all Personal Data acquired by either party from the other shall be returned to the disclosing party on request.

13.2 Each Party agrees to indemnify the other in respect of any loss or damage suffered in relation to any breach of its obligations under this clause 13 and/or the Data Protection Legislation.

14. FREEDOM OF INFORMATION

14.1 The Supplier acknowledges that the Authority is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and co-operate with the Authority (at the Supplier's reasonable expense) to enable the Authority to comply with these information disclosure requirements.

14.2 The Supplier shall and shall procure that its Subcontractors shall:

(a) transfer any Request for Information to the Authority as soon as practicable after receipt and in any event within two (2) Working Days of receiving a Request for Information;

(b) provide the Authority with a copy of all Information in its possession or power in the form that the Authority requires within five (5) Working Days (or such other period as the Authority may specify) of the Authority requesting that Information; and

(c) provide all necessary assistance as reasonably requested by the Authority to enable the Authority to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

14.3 In no event shall the Supplier respond directly to a Request for Information unless expressly authorised to do so by the Authority.

14.4 The Supplier acknowledges that the Authority may (acting in accordance with the Codes of Practice issued under section 45 of the FOIA and regulation 16 of the Environmental Information Regulations (Codes)) be obliged under the FOIA or the Environmental Information Regulations to disclose Information:

(a) without consulting with the Supplier; or

(b) following consultation with the Supplier and having taken its views into account,

provided always that where clause 14.4(a) applies the Authority shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.

14.5 The Supplier shall ensure that all Information produced in the course of the Framework Agreement or relating to the Framework Agreement is retained for disclosure and shall permit the Authority to inspect such records as requested from time to time.

14.6 The Supplier acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and that the Authority may nevertheless be obliged to disclose Confidential Information in accordance with clause 14.4.

14.7 Notwithstanding any other term of this Framework Agreement or any Call-Off Contract, the Supplier acknowledges and agrees that the Authority may be required under the Act to publish the Framework Agreement and the Authority may be required to publish each Call-Off Contract in its entirety (subject to any information that is exempt from disclosure in accordance with the provisions of the Act being redacted) including from time to time agreed Framework and / or Call-off Contract variations on the Central Digital Platform.

14.8 In preparing a copy of this Framework Agreement and any Call-Off Contract and any variations to them for publication under clause 14, the Authority may consult with the Supplier to inform decision-making regarding any redactions but the final decision in relation to the redaction of information will be at the Authority’s absolute discretion.

14.9 The Supplier must assist and co-operate with the Authority to enable the publication of this Framework Agreement and each Call-Off Contract.

15. PUBLICITY

15.1 Unless otherwise directed by the Authority, the Supplier shall not make any press announcements or publicise this Framework Agreement in any way without the Authority's prior written consent.

15.2 The Authority shall be entitled to publicise this Framework Agreement in accordance with any legal obligation on the Authority, including any examination of this Framework Agreement by the Auditor or otherwise.

15.3 The Supplier shall not do anything that may damage the reputation of the Authority or bring the Authority into disrepute.

16. MODERN SLAVERY AND ANTI-DISCRIMINATION

16.1 The Supplier undertakes, warrants and represents throughout the Term and for the duration of any Call-Off Contract that:

(a) neither the Supplier nor any of its officers, employees, agents or Subcontractors (if applicable) has:

(b) committed an offence involving slavery and human trafficking anywhere in the world;

(c) committed an offence under the Modern Slavery Act 2015 (a **"MSA Offence"**);

(d) been the subject of any investigation, inquiry or enforcement proceedings by any governmental administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking, including any MSA Offence or prosecution under the Modern Slavery Act 2015;

(e) become aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015.

16.2 In performing its obligations under the Framework Agreement and any Call-Off Contract, the Supplier shall (and shall procure that each Subcontractor (if applicable) shall):

(a) comply with all applicable anti-slavery and human trafficking Laws and codes from time to time in force, including, but not limited to, the Modern Slavery Act 2015 (**"Anti-Slavery Laws"**);

(b) comply with the Modern Slavery Policy;

(c) not engage in any activity, practice or conduct that would constitute an MSA Offence;

(d) implement due diligence and risk assessment procedures for its own suppliers, Subcontractors and other participants in its supply chains, to ensure that they comply with the standards laid out in the Modern Slavery Policy and to ensure that there is no slavery or human trafficking or forced labour in its supply chains;

(e) notify the Authority immediately in writing if it becomes aware or has reason to believe that it, or any of its Staff have breached or potentially breached any of the obligations under this Clause 16.

16.3 Any notice under this Clause 16 shall set out full details of the circumstances concerning the breach or potential breach of the Supplier's obligations.

16.4 The Supplier shall ensure that either:

(a) its Supplier's Safeguarding Policy includes a modern slavery and human trafficking policy position; or

(b) it has a standalone modern slavery and human trafficking policy,

(i) which includes how practices will be implemented and monitored and reviewed and how Staff and other stakeholders can raise areas of concern, such policy position or policy to align with the Modern Slavery Policy; and

(ii) prepare and submit to the Authority within ten (10) Working Days of the end of each year in which it is in contract under this Framework Agreement or Call-Off Contract, an annual slavery and human trafficking report setting out the steps the Supplier has taken to ensure that slavery and human trafficking is not taking place in connection with the delivery of the Services.

16.5 The Supplier shall:

(a) if the Authority reasonably suspects the Supplier of breach of this Clause 16 (Modern Slavery), permit the Authority and its third party representatives to have access to and take copies of any records and any other information at the Supplier's premises and to meet with the Staff to audit the Supplier's compliance with its obligations under this clause 16; and

(b) implement annual audits of its compliance and its Subcontractors' (if applicable) compliance with the Modern Slavery Policy and the Anti-Slavery Laws, either directly or through a third party auditor. The first set of audits

shall be completed no less than the date falling twelve (12) Months from the Commencement Date.

16.6 The Supplier shall:

(a) implement a system of training for its employees and Subcontractors (if applicable) to ensure compliance with the Modern Slavery Policy and Anti-Slavery Laws, such training to align with the Government's training approach as set out at https://www.gov.uk/government/collections/modern-slavery; and

(b) keep a record of all training offered and completed by its employees and Subcontractors (if applicable) to ensure compliance with the Modern Slavery Policy and Anti-Slavery Laws and shall make a copy of the record available to the Authority on request.

(c) The Supplier shall indemnify the Authority against any losses incurred by the Authority as a result of any breach of this Clause 16 by the Supplier.

ANTI-DISCRIMINATION

16.7 The Supplier shall comply with and maintain policies to ensure that it and all Subcontractors (if applicable) comply with their and the Authority's statutory obligations under the equal opportunities legislation from time to time in force, such obligations to include, for the avoidance of doubt:

(a) assisting the Authority with compliance with its and their duties under Part 11 of the Equality Act 2010; and

(b) assisting the Authority with compliance with any equality scheme in respect of all "Protected Characteristics" (as defined in the Equality Act 2010) as may reasonably and expressly be directed by the Authority.

16.8 The Supplier shall not, and shall use its best endeavours to procure that neither any Subcontractor (if applicable) nor any employee or worker or agent of the Supplier or any Subcontractor shall, commit any act or omission of unlawful discrimination of any form against or in relation to any person.

16.9 If in relation to the provision of the Services a finding of unlawful discrimination is made by any court or tribunal against a Supplier or any Subcontractor (if applicable), the Supplier shall:

(a) inform the Authority of this finding promptly upon becoming aware of it;

(b) take all reasonable appropriate steps to prevent repetition of the unlawful discrimination; and

(c) reimburse the Authority on demand for any losses incurred in connection with any such investigations or proceedings.

16.10 The Supplier shall provide suitable training to its Staff in relation to equality, diversity and human rights throughout the Term and for the duration of any Call-Off Contract.

16.11 The Supplier shall ensure that its complaints process includes an option to record complaints relating to equality, diversity, human rights, harassment and discrimination throughout the Term and for the duration of any Call-Off Contract.

FRAMEWORK AGREEMENT TERMINATION AND SUSPENSION

17. TERMINATION

Termination on Default

17.1 The Authority may terminate the Framework Agreement by serving written notice on the Supplier with effect from the date specified in such notice:

(a) where the Supplier commits a material breach and:

(i) the Supplier has not remedied the material breach to the satisfaction of the Authority within twenty (20) Working Days, or such other period as may be specified by the Authority, after issue of a written notice specifying the material breach and requesting it to be remedied; or

(ii) the material breach is not, in the reasonable opinion of the Authority, capable of remedy; or

(b) where the Authority terminates a Call-Off Contract awarded to the Supplier under this Framework Agreement as a consequence of Default by the Supplier; or

(c) where the Supplier's performance is assessed and scores KPI Weighted Score which is assigned a rating of "Unsatisfactory".

17.2 For the purposes of clause 17.1(a), **material breach** means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the Authority would otherwise derive from this Framework Agreement or any Call-Off Contract awarded under it.

17.3 Any warranty provided at clause 7 being found to be untrue or misleading shall also be considered a **material breach.**

17.4 For the avoidance of doubt, in deciding whether any breach is material, no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding

Termination on insolvency and Change of Control

17.5 Without affecting any other right or remedy available to it, the Authority may terminate this Framework Agreement with immediate effect by giving written notice to the Supplier if:

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

(b) the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of Supplier with one or more other companies or the solvent reconstruction of the Supplier;

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

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

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

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

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

(h) a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced

on or sued against, the whole or any part of the Supplier's assets and such attachment or process is not discharged within fourteen (14) days;

(i) any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 17.5(a) to clause 17.5(h) (inclusive);

(j) the Supplier suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or

(k) any warranty given in clause 7 of this Framework Agreement is found to be untrue or misleading.

17.6 The Supplier shall notify the Authority immediately if the Supplier undergoes a Change of Control. The Authority may terminate the Framework Agreement by giving notice in writing to the Supplier with immediate effect within six (6) Months of:

(a) being notified that a Change of Control has occurred; or

(b) where no notification has been made, the date that the Authority becomes aware of the Change of Control;

but shall not be permitted to terminate where an Approval was granted before the Change of Control.

18. TERMINATION BY AUTHORITY FOR CONVENIENCE AND ON STATUTORY SUCCESSORSHIP

18.1 The Authority shall have the right to terminate this Framework Agreement, or to terminate the provision of any part of the Framework Agreement at any time by giving no less than three (3) Months written notice to the Supplier and/or all other Framework Providers. The Parties acknowledge that if the Authority exercises its rights under this clause 18.1 it shall exercise its equivalent rights under all agreements (including relevant call-off contracts) with the Framework Providers.

18.2 The Supplier acknowledges that where a New Authority is to be established, the New Authority may not require the Services being delivered under this Framework Agreement (whether in full or in part).

18.3 The Supplier acknowledges and agrees that where a New Authority is established, the New Authority may not require the Services being delivered under this Framework Agreement to be assigned/novated to them. However the New Authority will in any event be taking over the control and functions in relation to these Services, the Service Provider acknowledges and agrees that if the result of this is that the Framework

Agreement and any Call-off Contracts under it, is no longer required, that the Authority may terminate this Framework Agreement.

18.4 In the event this Framework Agreement is terminated pursuant to clause 18.3, neither Party shall have any further liability to the other, including without limitation, in relation to any loss of future profit of any Party accruing after the termination and/or compensation howsoever arising.

19. TERMINATION PURSUANT TO THE ACT

19.1 The Authority may give the Supplier written notice of its intention to terminate this Framework Agreement where it considers that a termination ground listed in section 78(2) of the Procurement Act 2023 applies.

19.2 A notice to terminate issued by the Authority to the Provider pursuant to this Clause 19 shall:

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

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

(c) specify the means by which and the time (such time period to be reasonable in the circumstances) by which such representations must be made; and

(d) insofar as it states the Authority's intention to terminate by reference to the status of a Subcontractor under section 78(2)(c) of the Procurement Act 2023, specify a time (such time to be reasonable in the circumstances) by which the Supplier may terminate the Subcontract and, if necessary, appoint an alternative subcontractor.

19.3 On expiry of the time for the Supplier to make representations under Clause 19.2 (b) and (c), if, after considering any representations, the Authority is satisfied that the termination ground applies, it may terminate the Framework Agreement with immediate effect by giving final written notice to the Supplier.

19.4 Where the Framework Agreement is terminated pursuant to this Clause 19:

(a) on the basis of the termination ground in section 78(2)(a) of the Procurement Act 2023, the Authority shall have no further liability to the Supplier, including without limitation, in relation to any loss of future profit by the Supplier accruing after the termination and/or compensation howsoever arising;

(b) on the basis of the termination ground in section 78(2)(b) or (c) of the Procurement Act 2023 the Authority shall be entitled to recover those losses incurred in respect of the termination and the Authority shall have no further liability to the Supplier, including in relation to any loss of profit of the Supplier accruing after the termination.

19.5 The Authority may terminate the Framework Agreement by written notice to the Supplier with immediate effect if the Framework Agreement, as a direct result of a Procurement Challenge, is terminated or set aside or the decision to award the Framework Agreement is quashed by way of judicial review such that it shall cease to exist and/or any Services under this Framework Agreement are prevented from being carried out.

19.6 In the event that this Framework Agreement or any modification of the same is subject to a Procurement Challenge or the decision to award the Framework Agreement is challenged by way of an application for judicial review, then:

(a) the Parties shall co-operate in good faith to determine how they should manage the best way to mitigate the impact of the Procurement Challenge and/or judicial review, which may include varying some or all of this Framework Agreement and/or terminating this Framework Agreement in whole or in part;

(b) if the Authority (acting reasonably) considers that it is likely that a court would make an order for setting aside the Framework Agreement and/or declare that the Framework Agreement or is otherwise terminated or materially amended, or the decision to award the Framework Agreement is likely to be quashed, this Framework Agreement shall terminate immediately upon the Authority giving written notice to the Supplier;

(c) save as set out in Clause 21 neither Party shall have any further liability to the other, including without limitation, in relation to any loss of future profit by either Party accruing after the order for setting aside, claims for restitution and/or compensation howsoever arising; and

(d) the Parties have agreed the inclusion of this Clause 19 in order to regulate their mutual rights and obligations in the event of a Procurement Challenge and/or an order to set aside the Framework Agreement being made. The Parties also agree that the operation of this Clause 19 shall provide the Supplier with sufficient restitution and compensation.

20. SUSPENSION OF SUPPLIER'S APPOINTMENT

20.1 Without prejudice to the Authority's rights to terminate the Framework Agreement in clause 17 above, if a right to terminate this Framework Agreement arises in accordance with clause 17, the Authority may suspend the Supplier's right to receive Orders in any

or all Supplier's Lots by giving notice in writing to the Supplier. If the Authority provides notice to the Supplier in accordance with this clause 20, the Supplier's appointment shall be suspended for the period set out in the notice or such other period notified to the Supplier by the Authority in writing from time to time.

20.2 The Authority may also suspend the Supplier's right to receive Orders in any or all Supplier's Lots by giving notice in writing to the Supplier where a KPI Rating of 'Poor' or 'Unsatisfactory' is deemed appropriate.

21. CONSEQUENCES OF TERMINATION AND EXPIRY

21.1 Notwithstanding the service of a notice to terminate the Framework Agreement, the Supplier shall continue to fulfil its obligations under the Framework Agreement until the date of expiry or termination of the Framework Agreement or such other date as required under this clause 21.

21.2 Unless expressly stated to the contrary, the service of a notice to terminate the Framework Agreement shall not operate as a notice to terminate any Call-Off Contract made under the Framework Agreement. Termination or expiry of the Framework Agreement shall not cause any Call-Off Contracts to terminate automatically. For the avoidance of doubt, all Call-Off Contracts shall remain in force unless and until they are terminated or expire in accordance with their own terms.

21.3 Within thirty (30) Working Days of the date of termination or expiry of the Framework Agreement, the Supplier shall return or destroy at the request of the Authority any data, personal information relating to the Authority or its personnel or Confidential Information belonging to the Authority in the Supplier's possession, power or control, either in its then current format or in a format nominated by the Authority (in which event the Authority will reimburse the Supplier's reasonable data conversion expenses), together with all training manuals and other related documentation, and any other information and all copies thereof owned by the Authority, save that it may keep one copy of any such data or information for a period of up to 12 Months to comply with its obligations under the Framework Agreement, or such period as is necessary for such compliance.

21.4 Termination or expiry of this Framework Agreement shall be without prejudice to any rights, remedies or obligations of either Party accrued under this Framework Agreement before termination or expiry.

21.5 The provisions of clause 7, clause 10, clause 11, clause 13, clause 14, clause 15, clause 21, clause 3, and clause 33 shall survive the termination or expiry of the Framework

Agreement, together with any other provision which is either expressed to or by implication is intended to survive termination.

22. NOT USED

23. DISPUTE RESOLUTION

23.1 If a dispute arises out of or in connection with this Framework Agreement or the performance, validity or enforceability of it (**'Dispute'**) then save where an alternative procedure is provided for under this Framework Agreement, the Parties shall follow the procedure set out in this clause:

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

(b) if the Authorised Representative of the Authority and Authorised Representative of the Supplier are for any reason unable to resolve the Dispute within thirty (30) days of service of the Dispute Notice, the Dispute shall be referred to the [SENIOR OFFICER TITLE] of the Authority and [SENIOR OFFICER TITLE] of the Supplier who shall attempt in good faith to resolve it; and

(c) if the SENIOR OFFICER of the Authority and SENIOR OFFICER of the Supplier are for any reason unable to resolve the Dispute within thirty (30) days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a party must serve notice in writing (**'ADR notice'**) to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR Solve. The mediation will start not later than 60 days after the date of the ADR notice.

23.2 No party may commence any court or arbitration proceedings under clause 33 in relation to the whole or part of the Dispute until ninety (90) days after service of the ADR notice, provided that the right to issue proceedings is not prejudiced by a delay.

23.3 If the Dispute is not resolved within ninety (90) days after service of the ADR notice, or either party fails to participate or to continue to participate in the mediation before the expiration of the said period of ninety (90) days, or the mediation terminates before the expiration of the said period of ninety (90) days, the Dispute shall be finally resolved by the courts of England in accordance with clause 33 in this Framework Agreement.

GENERAL PROVISIONS

24. PREVENTION OF BRIBERY

The Supplier:

(a) shall not, and shall procure that the Staff and all Subcontractor personnel shall not, in connection with this Framework Agreement and any Call-Off Contract made under it commit a Prohibited Act; and

(b) warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Authority, or that an agreement has been reached to that effect, in connection with the execution of this Framework Agreement, excluding any arrangement of which full details have been disclosed in writing to the Authority before execution of this Framework Agreement.

The Supplier shall:

(a) if requested, provide the Authority with any reasonable assistance, at the Authority's reasonable cost, to enable the Authority to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act 2010; and

(b) within five (5) Working Days of the Commencement Date, and annually thereafter, certify to the Customer in writing (such certification to be signed by an officer of the Supplier) compliance with this clause 24 by the Supplier and all persons associated with it or other persons who are supplying goods or services in connection with this Framework Agreement. The Supplier shall provide such supporting evidence of compliance as the Authority may reasonably request.

24.3 The Supplier shall have an anti-bribery policy (which shall be disclosed to the Customer) to prevent any Staff or Subcontractors from committing a Prohibited Act and shall enforce it where appropriate.

24.4 If any breach of clause 24.1 is suspected or known, the Supplier must notify the Customer immediately.

24.5 If the Supplier notifies the Customer that it suspects or knows that there may be a breach of clause 24, the Supplier must respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to audit books, records and any other relevant documents. This obligation shall continue for six (6) Years following the expiry or termination of this Framework Agreement.

24.6 The Authority may terminate this Framework Agreement by written notice with immediate effect if the Supplier, its Staff or Subcontractors (in all cases whether or not acting with the Supplier's knowledge) breaches clause 24.1. In determining whether to exercise the right of termination under this clause 24.6, the Authority shall give all due consideration, where appropriate, to action other than termination of this Framework Agreement unless the Prohibited Act is committed by the Supplier or a senior officer of the Supplier or by an employee, Subcontractor or Supplier not acting independently of the Supplier. The expression "not acting independently of" (when used in relation to the Supplier or a Subcontractor) means and shall be construed as acting:

(a) with the authority or with the actual knowledge of any one or more of the directors of the Supplier or the Subcontractor (as the case may be); or

(b) in circumstances where any one or more of the directors of the Supplier ought reasonably to have had such knowledge.

24.7 Any notice of termination under clause 24.6 must specify:

(a) the nature of the Prohibited Act;

(b) the identity of the party whom the Customer believes has committed the Prohibited Act; and

(c) the date on which this Framework Agreement will terminate.

24.8 Notwithstanding clause 23, any dispute relating to:

(a) the interpretation of this clause 24; or

(b) the amount or value of any gift, consideration or commission,

shall be determined by the Customer and its decision shall be final and conclusive.

24.9 Any termination under this clause 24 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Customer.

25. SUBCONTRACTING AND ASSIGNMENT

25.1 Subject to clause 25.2, neither Party shall be entitled to assign, novate or otherwise dispose of any or all of its rights and obligations under this Framework Agreement without the prior written consent of the other Party, neither may the Supplier Subcontract the whole or any part of its obligations under this Framework Agreement except with the express prior written consent of the Authority, such consent not to be unreasonably withheld or delayed.

25.2 The Authority shall be entitled to novate the Framework Agreement to any other body or bodies which substantially performs any of the functions that previously had been performed by the Authority (the **New Authority**).

25.3 Any change in the legal status of the Authority such that it ceases to be a contracting authority shall not affect the validity of this Framework Agreement. In such circumstances, this Framework Agreement shall bind and inure to the benefit of any successor body to the Authority.

25.4 Provided that the Authority has given prior written consent, the Supplier shall be entitled to novate the Framework Agreement where:

(a) the specific change in contractor was provided for in the procurement process for the award of this Framework Agreement;

(b) there has been a universal or partial succession into the position of the Supplier, following a corporate restructuring, including takeover, merger, acquisition or insolvency, by another economic operator that meets the criteria for qualitative selection applied in the procurement process for the award of this Framework Agreement;

(c) the Supplier agrees that where the universal or partial succession of the Supplier occurs in accordance with clause (b) above and the effect of which is to reduce competition within a Lot, the Authority reserves the right to re-procure the affected Lot or Lots in order to ensure effective competition and value for money to the Authority.

25.5 The Authority:

(a) shall not consent to novate or assign the Framework Agreement if the incoming Provider, Subcontractor (or any Connected Person of the incoming Provider or Subcontractor) is on the Debarment List for a Mandatory Exclusion Ground under the Act; and

(b) may, in its absolute discretion, withhold its consent to any proposed novation or Subcontract if the Subcontractor (or any Connected Person of the Subcontractor) is on the Debarment List for a Discretionary Exclusion Ground.

25.6 The Authority may, at its discretion assign, novate or otherwise dispose of any or all its rights, obligations and liabilities under this Framework Agreement to a body other than the Authority (such as a New Authority), which performs any of the functions that previously had been performed by the Authority.

25.7 Where the Authority novates a contract (whether the Framework Agreement or Call-Off Contract) following a novation request by the Supplier to which the Authority consents, the Supplier shall be liable for the Authority's reasonably and properly incurred legal expenses in settling any novation up to a maximum of five hundred pounds (£500) (indexed annually by the Consumer Price Index published by the Office for National Statistics).

26. VARIATIONS TO FRAMEWORK AGREEMENT

26.1 Any variations to the Framework Agreement must be made only in accordance with the Framework Agreement Variation Procedure set out in Schedule 8 except where expressly stated otherwise in this Framework Agreement.

27. THIRD PARTY RIGHTS

27.1 Except as provided herein, a person who is not a Party to this Framework Agreement shall not have any rights under The Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Framework Agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

27.2 The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under this Framework Agreement are not subject to the consent of any other person.

28. SEVERANCE

28.1 If any provision or part-provision of this Framework Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Framework Agreement.

28.2 If one party gives notice to the other of the possibility that any provision or part-provision of this Framework Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

29. RIGHTS AND REMEDIES

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

30. WAIVER

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

31. ENTIRE AGREEMENT

31.1 This Framework Agreement, the schedules and the documents annexed to it or otherwise referred to in it contain the whole agreement between the parties relating to the subject matter hereof and supersede all prior agreements, arrangements and understandings between the parties relating to that subject matter, provided that nothing in this clause 31 shall operate to exclude any liability for fraud.

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

32. NOTICES

32.1 Except as otherwise expressly provided within this Framework Agreement, no notice or other communication from one Party to the other shall have any validity under the Framework Agreement unless made in writing by or on behalf of the Party sending the communication.

32.2 Any notice or other communication which is to be given by either Party to the other shall be given by letter (sent by hand, post, registered post or by the recorded delivery service) and confirmed by e-mail. Such correspondence shall be addressed to the other Party in the manner referred to in clause 32.3. Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given within two Working Days after the day on which the letter was posted, or four

hours of the date it was sent by e-mail or sooner where the other Party acknowledges receipt of such letters or e-mail.

32.3 For the purposes of clause 32.2, the address of each Party shall be:

(a) Authorised Representative for the Authority:

Paul Johnstone Procurement & Commercial Manager

Lancashire County Council, Procurement Service, 3rd Floor, Christchurch Precinct, County Hall, Preston, Lancashire PR1 0LD

For the attention of: Paul Johnstone Procurement & Commercial Manager

Tel: 01772 535465

E-mail:casprocurement@lancashire.gov.uk

(b) Authorised Representative for the Supplier:

[NAME OF SUPPLIER'S AUTHORISED REPRESENTATIVE]

Address:

For the attention of:

Tel:

Fax:

E-mail:

32.4 Either Party may change its address for service by serving a notice in accordance with this clause.

33. GOVERNING LAW AND JURISDICTION

33.1 Subject to clause 23, this Framework Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England.

EXECUTED as a DEED by the Parties or their duly authorised representatives and delivered on the date stated at the beginning of this Framework agreement

THE COMMON SEAL OF)
LANCASHIRE COUNTY COUNCIL)

Was hereunto affixed in the presence of)

And the Supplier

EXECUTED AND DELIVERED)
as a Deed by (**NAME OF THE**) …….
Supplier)) Director

acting by the signatures of [a director) ……...
and its company secretary,]) [Director/Secretary]

[OR two directors,] [or a)
director and an independent witness:)
……...

Independent Witness Signature

Name:……

Address:……
…….

Occupation:……]

Schedule 1

Service Specification & Supplier Lots

Part 1. Service Specification

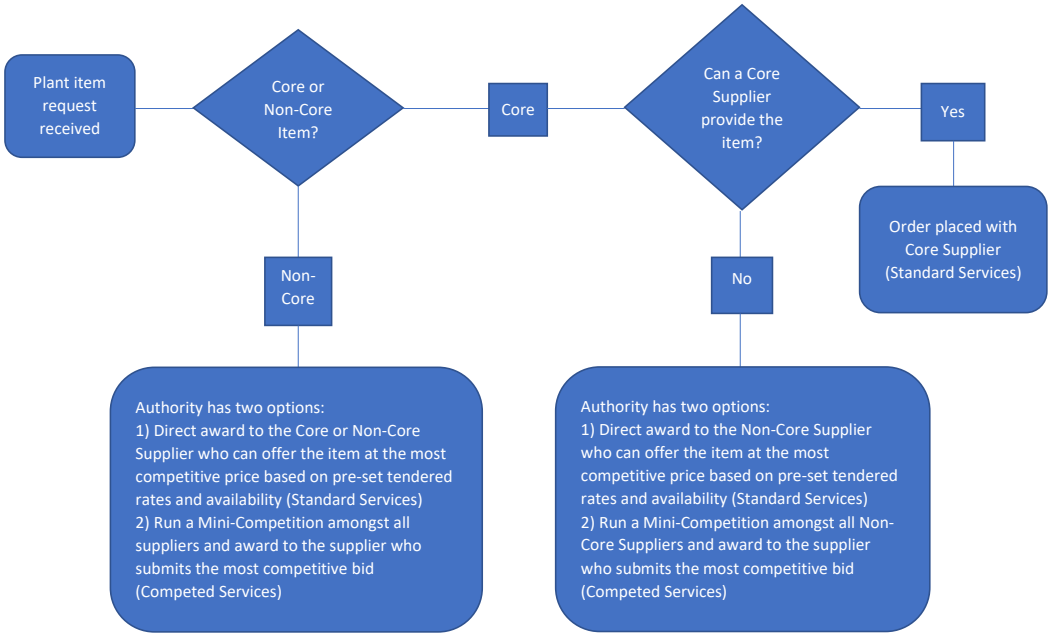
[To be inserted]

Part 2. Supplier's Lots

[To be inserted following tender award]

Schedule 2 Award Criteria

Process for Plant orders – Standard and Competed Services:



Part 1. Standard Services Award Criteria

100% PRICE: Awarded to the most competitively priced Supplier within the designated Lot that can provide the plant or services required by the Authority.

Part 2. Competed Services Award Criteria

THE CRITERIA WOULD RANGE FROM 50%- 100% FOR PRICE AND 0%-50% FOR TECHNICAL/QUALITY: Competitive selection process to be by the Mini-competition Form and Supplier submission of its Supplemental Tender, evaluated in accordance with evaluation methodology and evaluation criteria set out in the Mini-competition Form.

Schedule 3 Pricing Matrices

[INSERT SUPPLIER PRICING MATRIX]

Price Increase

1. Prices will remain fixed from the commencement of the Framework Agreement for a period of 24 months.

2. The Supplier may apply for an adjustment to the Framework Agreement rate three (3) months prior to the 2 year anniversary of the Framework Agreement and annually thereafter. If accepted price changes will come into effect on the anniversary of the Framework Agreement.

3. All requests for price adjustments must be justified and may only be accepted in writing by the Authority. The Authority will use CPI as a basis for considering any price adjustments. The Supplier accepts that an increase in its own Price may impact on its ranking as a Core Supplier.

4. If the Authority and the Supplier fail to agree on Framework Agreement pricing adjustment then the Authority may issue a termination notice of three (3) months to the Supplier.

5. Should a termination notice be issued in accordance with paragraph 4 above, the Supplier will continue to deliver the Services at the current Framework Agreement rate until the expiry/ termination of the Call-Off Contract(s).

6. Any request for a price increase outside of the agreed period as set out in this Schedule 3, will only be considered in exceptional circumstances and in line with paragraph 4 (Changes to the Pricing Matrices) of Schedule 8 (Framework Agreement Variation Procedure).

7. The Supplier shall be required to provide all evidence which the Authority reasonably requires in order to consider a price increase outside of the agreed period.

8. Acceptance of either the request to consider a price increase outside of the agreed period, and the level of the increase itself, is at the Authority's sole discretion.

Schedule 4 Order Form

ORDER FORM

ORDERING PROCESS

PROCESSING PROCEDURES FOR ORDERS AND INVOICES

Part 1: Lancashire County Council (LCC)

1.1. Issuing Orders

Order	LCC will issue an electronic Order to the Service Provider for the services that it requires.
Order Content	The Order will include: • A unique LCC Order Number. • Order Date. • Contact name and contact details of the LCC Requisitioner. • Price(s) to be paid to the Service Provider (exclusive of VAT). • Quotation / Contract Reference Number. • Delivery Date and Time / Completion Date (the Hired Period). • Any special instructions relating to the Order. • Supplier's name and address; • Equipment description; • Invoice address • Site where the Equipment is to be delivered/ Services are to be performed

1.2. Order Amendments

Order Amendment	LCC will issue an electronic Order Amendment to a Service Provider where additional charges or changes to the original requirement as stated in the Order are acknowledged.
Order Amendment Content	The Order Amendment will include: • A unique LCC Order Amendment Number. • Order Amendment Date. • Contact name and contact details of the LCC Requisitioner. • Description of the amendment to the original Order. • Revised Price(s) to be paid to the Service Provider (exclusive of VAT). • Quotation / Contract Reference Number. • Delivery Date and Time / Completion Date. • Delivery Address / Site Location. • Any special instructions relating to the Order.

1.3. Verbal Orders and Emergency Instructions

LCC will not issue Verbal Orders or Emergency Instruction except in the following circumstances and by authorised personnel only:

Verbal Orders	The P2P Team is the only team who can issue a Verbal Order to a Service Provider, for example, to secure a time sensitive delivery slot, to book a manufacturing slot or to secure delivery of hire equipment. In such circumstances the P2P Team will quote a unique LCC Order Number and send a copy of the official Order to the Service Provider electronically within 24 hours.
Emergency Instruction	LCC may issue an Emergency Instruction to a Service Provider to provide services, where an emergency situation has been declared (e.g., where there is a threat to life). LCC will provide to the Service Provider, the name and contact details of the requesting Officer along with the name of the Manager/Director who has declared the emergency. In such circumstances LCC will issue an official Order containing a unique LCC Order Number and other details necessary for invoicing purposes and send to the Service Provider electronically within 48 hours.

1.4. Receipting Orders

Receipting	LCC will receipt the agreed services that have been carried out to enable the invoice to be processed for payment.

1.5. Acceptance or Rejection of Services Completed

Acceptance or Rejection of the Services in accordance with the terms set out in clause 4.5 of the Framework Agreement.

1.6. Invoices and Credit Notes

LCC will only process for payment invoices or credit notes which have been submitted electronically by email to lccinvoices@lancashire.gov.uk LCC will not process for payment any invoice or credit note which has been delivered by post or by hand.

1.7. No Order, No Pay Policy

LCC operates a 'No Order, No Pay Policy', it will automatically reject any invoice submitted for payment or process any credit note that doesn't include the official Order Number.

1.8. Receiving and Processing of Invoices

Invoices	LCC will process for payment compliant invoices which have been submitted electronically by email to lccinvoices@lancashire.gov.uk
Payment Terms	LCC will pay compliant invoices in 30 days after the date of when the invoice is submitted electronically by email to lccinvoices@lancashire.gov.uk

Payment Terms	LCC will pay compliant invoices in accordance with paragraph 2.6 pf Part 2 of this Schedule 4 after the date of when the invoice is submitted electronically by email to lccinvoices@lancashire.gov.uk
Payment Method	LCC will make payment by BACS which can take up to two days from submission to reach the Service Provider's nominated bank account.
Invoice Matching	LCC will match invoices against the requirement stated in the LCC Order or in the Order Amendment (where issued).
Invoice Rejection	LCC will only process for payment invoices which match and contain all of the required information specified in point 2.6 of this Schedule 4, Part 2 – Service Provider Responsibilities. Failure to include the required information will lead to the invoice being rejected.
Disputed Invoice	LCC will put 'a hold' on the payment of any invoice where the delivery is incomplete or where the works, services or goods are found to be faulty or have been rejected. The Payment Term period will only commence once the invoice is correctly matched against the Order or the Order Amendment.
Remittance Advice	LCC will issue a Remittance Advice electronically (by email) to the Service Provider's contact email address held in the Oracle Fusion i-Supplier portal.

Part 2: The Service Provider

2.1. Service Provider's Registered Details

It is the responsibility of the Service Provider to ensure their registered details, including email addresses, are kept up to date using the self-service area in the Oracle Fusion i-Supplier portal.

2.2. Receiving and Processing Orders

LCC will issue an electronic Order to the Service Provider for the services that it requires. Details of the requirement will be stated in the Order (an example of an official Order is attached).

A Service Provider should only provide the services which are stated in the Order.

A Service Provider must not accept or act upon a verbal instruction except in the circumstances permitted below (see Verbal Orders and Emergency Instructions).

Receipt of an Order or an Order Amendment	Upon receipt, the Service Provider must check the content of any Order or Order Amendment.
Order Discrepancies	The Service Provider must contact the LCC Requisitioner named on the Order if any of the details or content of the Order or Order Amendment is found to be incorrect and request that an Order Amendment or subsequent Order Amendment be issued.
Additions to an Order	The Service Provider must not provide additional services without receiving an Order Amendment. Provision of any services that are not included in the Order or in an Order Amendment is done solely at the Service Provider's own risk and any invoice submitted for payment that does not match the details contained in the Order or in the Order Amendment will be rejected.
Changes to an Order or an Order Amendment	If the Service Provider requires a change be made to an Order or an Order Amendment, the Suppler must agree the change with the LCC Requisitioner named on the Order, and where the change is agreed, request that an Order Amendment be issued.

2.3. Verbal Orders and Emergency Instructions

A Service Provider can only accept Verbal Orders or Emergency Instructions in the following circumstances:

Authorised Verbal Orders	A Service Provider should only accept a Verbal Order from a member of the LCC Purchase to Pay (P2P) Team which is the only team authorised to issue Verbal Orders on behalf of LCC to secure a time sensitive delivery slot, to book a manufacturing slot or to secure delivery of hire equipment. In such circumstances the P2P Team will quote the unique Order Number and send a copy of the

	official Order to the Service Provider electronically within 24 hours.
Unauthorised Verbal Orders	A Service Provider should not accept a Verbal Order from anyone other than a member of the P2P Team. Accepting a Verbal Order from unauthorised personnel is done solely at the Service Provider's risk. In such circumstances the Service Provider must obtain a copy of the official Order prior to fulfilling the order and before submitting the invoice for payment.
Emergency Instruction	A Service Provider should only accept an Emergency Instruction to provide works, services, or goods where an emergency situation has been declared by LCC (e.g., where there is a threat to life). In accepting an Emergency Instruction, the Service Provider must obtain the name and contact details of the requesting Officer along with the name of the Manager/Director who has declared the emergency. In such circumstances LCC will issue an official Order containing a unique Order Number and other details necessary for invoicing purposes and send to the Service Provider electronically within 48 hours.

2.4. No Order, No Pay Policy

LCC operates a 'No Order, No Pay Policy' and as such the Service Provider must be in possession of an official LCC Order prior to providing the services otherwise the invoice will not be paid.

Invoices which are submitted without a valid unique LCC Order Number will automatically be rejected, and the Service Provider will have to contact the LCC officer who gave the instruction to request the Order Number so the invoice can be resubmitted for payment.

2.5. Not Used

2.6. Invoices and Submission of Invoices

An invoice must always be submitted for the payment of all services that are provided by the Service Provider at the end of each month that the Services have been delivered.

As part of LCC's environmental commitment and sustainability invoices and credit notes shall be submitted electronically at all times. Paper invoices or paper credit notes will no longer be accepted, and any invoice or credit note delivered by post or by hand will not be processed.

Invoice Content	Prior to generating and submitting the invoice to LCC, the Service Provider shall ensure that it includes: • A clear indication that it is an "Invoice". • A unique invoice reference / identification number. • The Company Registration Number if the Service Provider is a limited company.

	• The VAT number (if the Service Provider is VAT registered). • The tax point date / invoice date. • The Service Provider's company name and address. • Payment Bank Details. • LCC's name and address (the customer being invoiced). • A valid unique LCC Order Number (a single invoice may be submitted for multiple valid Order Numbers). • Price(s) that match with the price(s) shown in the Order or the Order Amendment. • A clear description of the services that have been provided and is being invoiced for. • The same number of Invoice lines to match the respective lines as shown in the Order or the Order Amendment (LCC will only pay for the lines which are included in the Order or the Order Amendment). • The Unit of Measure (the actual unit in which the quantity of the services are measured). • The Quantity of the services (where the value linked to each line in the invoice must not exceed the value of the respective line shown in the Order or Order Amendment). • The date of when the services were provided. • The net amount due to two decimal places (excluding VAT). • The VAT amount (if the Service Provider is VAT registered). • The gross amount (including VAT).
Incomplete or Incorrect Invoices	The Service Provider should not submit an invoice which doesn't contain the required invoice content or doesn't match the details in the Order or the Order Amendment as it cannot be processed for payment and will be rejected. Any discrepancy should be resolved directly with the LCC Requisitioner named on the Order.
Unauthorised Changes to Invoices	Any changes that are made after the invoice has been generated will be treated as unauthorised changes, and the invoice will be rejected. Any discrepancy should be resolved directly with the LCC Requisitioner named on the Order.
Invoice Format	The preferred format is a secure non-changeable format (PDF). Other formats such as Microsoft Word etc will be accepted.
Generation of Invoices	Invoices should only be generated and submitted for payment monthly and upon completion of the service Invoices for the part payment of services may be submitted where this has been agreed in the Order or in the Order Amendment

Submission of Invoices (Except PAMS Orders)	Invoices must always be sent electronically to the following address: lccinvoices@lancashire.gov.uk Invoices sent directly to any other email address will result in your payment being delayed or rejected. Do not send a copy of the Order, the Order Amendment, or the job sheets to the above email address unless you have been specially asked to do so.
Submission of Invoices for PAMS Orders	Invoices for Orders received via the LCC PAMS system should be uploaded via the PAMS portal.
Multiple Copies of Invoices	Do not resubmit multiple copies of invoices as a reminder for payment. Service Providers can check the status of an invoice using the self-service area in the Oracle Fusion i-Supplier portal. Where an invoice status is shown as being on 'hold', the Service Provider should contact directly the LCC Requisitioner named on the Order for further details.
Service Provider's Self-service	Service Providers who are registered on the Oracle Fusion i-Supplier portal can access the self-service area to monitor payments and check the status of invoices etc. For queries relating to delays in payment or invoices shown as being on 'hold', the Service Provider should contact directly the LCC Requisitioner named on the Order for further details.

2.7. Credit Notes and Submission of Credit Notes

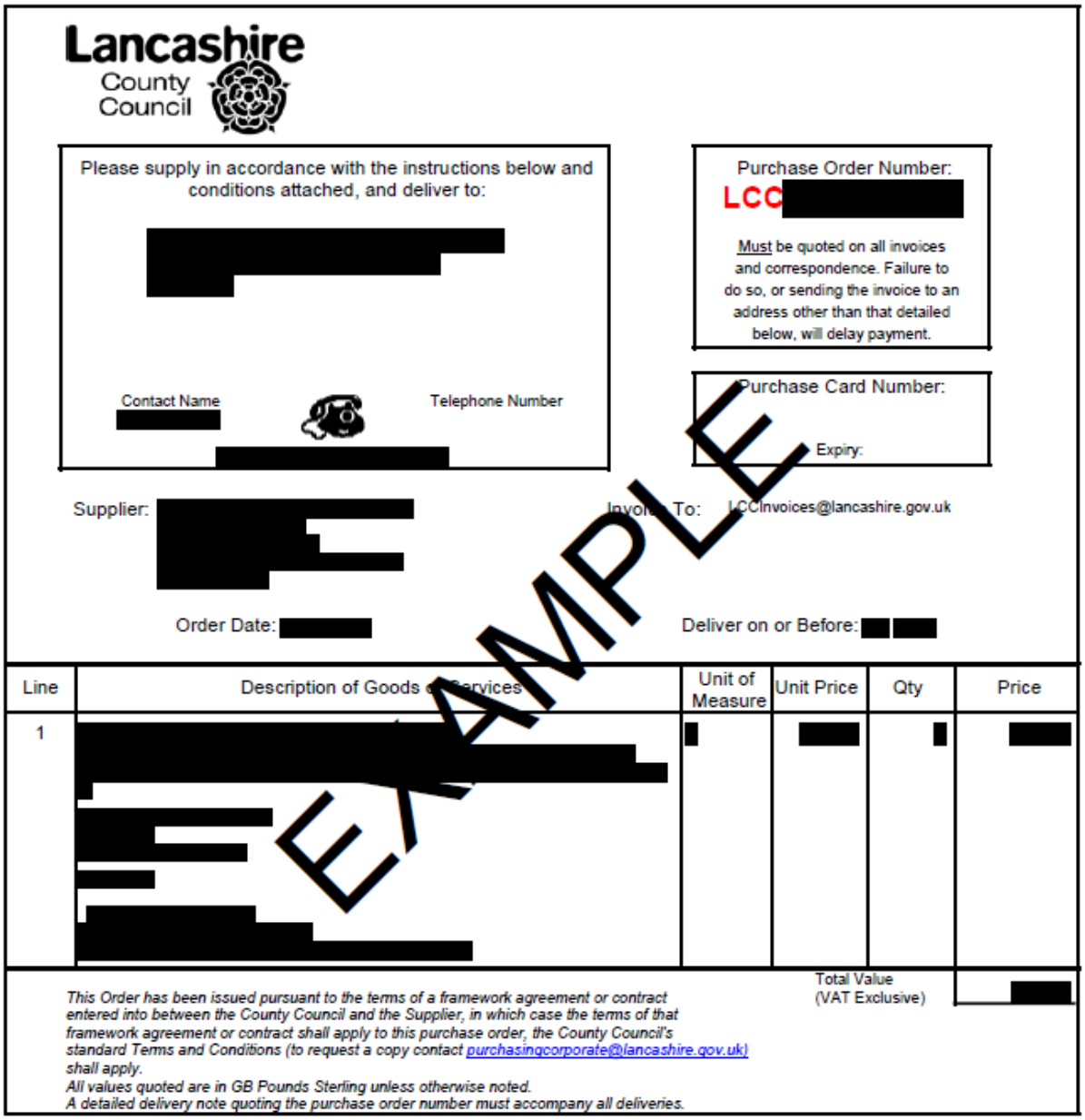
As part of LCC's environmental commitment and sustainability credit notes shall be submitted electronically at all times. Paper credit notes will no longer be accepted, and any credit note delivered by post or by hand will not be processed.

Credit Note Content	Prior to generating and submitting the credit note to LCC, the Service Provider shall ensure that it includes: • A clear indication that it is a "Credit Note". • A unique credit note reference / identification number. • The unique invoice reference / identification number to which the credit note relates to. • The Company Registration Number if the Service Provider is a limited company. • The VAT number (if the Service Provider is VAT registered). • The tax point date / credit note date. • The Service Provider's company name and address. • Payment Bank Details. • LCC's name and address (the customer being invoiced).

	• The valid unique LCC Order Number to which the credit note relates to (a single credit note may be submitted for multiple valid Order Numbers). • A clear description of the services that are being credited. • The Unit of Measure (the actual unit in which the quantity of the services are measured). • The Quantity of the services that are being credited. • The net amount due to two decimal places (excluding VAT). • The VAT amount (if the Service Provider is VAT registered). • The gross amount (including VAT).
Incomplete or Incorrect Credit Notes	The Service Provider should not submit credit notes that don't contain the required content as they cannot be processed and will be rejected. Any queries should be resolved directly with the LCC Requisitioner named on the Order.
Credit Note Format	The preferred format is a secure non-changeable format (PDF). Other formats such as Microsoft Word etc will be accepted.
Submission of Credit Notes (Except PAMS Orders)	Credit notes must always be sent electronically to the following address: lccinvoices@lancashire.gov.uk Invoices sent directly to any other email address will result in your payment being delayed or rejected. Do not send a copy of the Order, the Order Amendment, or the job sheets to the above email address unless you have been specially asked to do so.
Submission of Credit Notes for PAMS Orders	Credit notes for Orders received via the LCC PAMS system should be uploaded via the PAMS portal.
Multiple Copies of Credit Notes	Do not resubmit multiple copies of credit notes as a reminder to process the associated invoice for payment. Service Providers can check the status of a credit note and the associated invoice using the self-service area in the Oracle Fusion i-Supplier portal. Where a credit note and the associated invoice status is shown as being on 'hold', the Service Provider should contact directly the LCC Requisitioner named on the Order for further details.
Service Provider's Self-service	Service Providers who are registered on the Oracle Fusion i-Supplier portal can access the self-service area to monitor payments and check the status of credit notes and associated invoices etc. For queries relating to delays in processing credit notes and payment of associated invoices, or invoices shown as being on

	'hold', the Service Provider should contact directly the LCC Requisitioner named on the Order for further details.

Example of official Purchase Order:



Lancashire County Council

Please supply in accordance with the instructions below and conditions attached, and deliver to:

[redacted]

Contact Name [redacted]

Telephone Number [redacted]

Purchase Order Number:
LCC[redacted]

Must be quoted on all invoices and correspondence. Failure to do so, or sending the invoice to an address other than that detailed below, will delay payment.

Purchase Card Number:

Expiry:

Supplier: [redacted]

Invoice To: LCCInvoices@lancashire.gov.uk

Order Date: [redacted]

Deliver on or Before: [redacted]

EXAMPLE

Line	Description of Goods & Services	Unit of Measure	Unit Price	Qty	Price
1	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

Total Value (VAT Exclusive) [redacted]

This Order has been issued pursuant to the terms of a framework agreement or contract entered into between the County Council and the Supplier, in which case the terms of that framework agreement or contract shall apply to this purchase order, the County Council's standard Terms and Conditions (to request a copy contact purchasingcorporate@lancashire.gov.uk) shall apply.
All values quoted are in GB Pounds Sterling unless otherwise noted.
A detailed delivery note quoting the purchase order number must accompany all deliveries.

Schedule 5 Call-off Terms and Conditions

Orders for the Services and Equipment shall be delivered in accordance with the terms and conditions of the Framework Agreement and the relevant Call-off Contract which shall be based on these Call-off Terms and Conditions.

Schedule 6 Contract management

MEETINGS

1.1 Review meetings or quality meetings shall be quarterly unless otherwise requested by the Authority or requested by Supplier

1.2 Quorum [Representative of Operations Team, Purchasing Team and Supplier]

1.3 Frequency (when required)

1.4 Agenda: Agreed prior to meeting

1.5 Subject to Schedule 7 (Key performance Indicators), contract review meetings.

REPORTS

1.6 Reports to be provided when requested by the Authority and in line with the monitoring and review requirements for the provisions of information in Schedule 7 (Key Performance Indicators) (including Appendix 1) throughout the Term.

Schedule 7 Key Performance Indicators

1. Scope

1.1 This Schedule 7 sets out the Key Performance Indicators by which the Supplier's overall framework performance shall be monitored.

2. Principles

The objectives of this Schedule 7 are to:

2.1 ensure that the Services and Equipment are delivered to a consistent quality standard that meet the requirements of the Authority;

2.2 provide a mechanism whereby the Authority can understand the level of performance per Services and Equipment delivered, and quickly identify performance issues or failures to enable Corrective Action Plans to be developed and deployed;

2.3 create a platform to enable continuous improvement in the levels of delivery of the provision of the KPIs provided to the Authority and thereby enhance and increase value for money.

3. Key Performance Indicators and KPI Targets

3.1 Subject to consultation with the Supplier, the Authority reserves the right to change KPI Targets from time to time and shall provide reasonable written notice to the Supplier before the change becomes effective.

3.2 The Supplier shall use all reasonable endeavours to meet the KPI Targets identified in 3.3 below.

3.3 The KPIs from which performance will be reported against are set out in the Appendix 1 of this Schedule 7.

3.4 Each KPI has:

3.4.1 The description of the performance measure

3.4.2 KPI Formula (used to determine the Achieved KPI)

3.4.3 KPI Target

3.4.4 KPI Weighting and

3.4.5 Reporting Period/KPI Measurement Period

3.5 The Supplier shall report its performance against each KPI for each Reporting Period/ KPI Measurement Period (this is on a quarterly basis).

3.6 The KPIs are to be weighted and assessed to determine the Supplier Performance Rating accordingly.

4. Supplier Performance Rating

4.1 The Supplier is required to:

4.1.1 meet or exceed the KPI Target from the Commencement Date of all Orders; and

4.1.2 achieve an Overall KPI Score with a Rating of Excellent

for each KPI Measurement Period.

4.2 The Supplier is required to report on the Achieved KPI, the weighted score for each KPI and the total KPI Weighted Score.

4.3 The KPI Weighted Score will be compared against the Overall KPI Score as set out in the Appendix 1 of Schedule 7 and a KPI Rating will be assigned based on the overall KPI Score.

4.4 Depending on the KPI Rating, the Parties shall comply with the allocated KPI Contract Management Actions.

4.4.1 Where a KPI Rating of "Excellent" is assigned, no further action is required, and the Supplier shall continue monitoring KPIs.

4.4.2 Where a KPI Rating of "Good" is assigned then Contract KPI Review Meetings will be required in addition to the required meeting frequency as per Schedule 6. The purpose is to review performance data, review any risk or service issues and identify/monitor agreed actions to improve performance. The Supplier shall continue monitoring KPIs.

4.4.3 Where a KPI Rating of "Requires Improvement" is assigned then the Supplier is also required to attend Contract KPI Review Meetings as described in 'Good' above but also will be required to submit an Improvement Plan and implemented it in accordance with its approved terms with agreed improvement actions and deadlines to be as agreed by the Authority during the KPI Review Meetings. The Authority shall be entitled to serve a KPI Improvement Notice on the Supplier and the Supplier shall implement such requirements for improvement as set out in the KPI Improvement Notice. The Improvement Plan shall include a description of the deficiencies and issues, the improvement actions to be taken/ already taken, milestones and timescales, confirm how these will be monitored and by whom and any evidence required to confirm completion. Failure to agree the Improvement Plan with the Authority will result with possible suspension of any current Order

and/or further Orders with that Supplier. The Supplier shall continue monitoring KPIs.

4.4.4 Where a KPI Rating of "Poor" is assigned the Supplier is required to attend urgent Contract KPI Review Meetings and to submit a formal Corrective Action Plan (in addition to initial Improvement Plans agreed at the relevant Contract KPI Review Meetings as described in paragraph 4.4.3 above) such plan must detail, the issues relating to the performance, any Improvement Plans or other action plans, the cause of the performance issues, continued risks and associated mitigated actions, what further formal actions are to be completed, evidence, reporting frequency and actions, milestones to meet, mandatory and preventative actions. Such plan must be submitted in draft to the Authority for approval or further amendments as required by the Authority which the Supplier must take into account and comply with in the final Corrective Action Plan to be approved. Once approved, the Supplier must undertake all actions/steps in the Corrective Action Plan within the timescales/ deadlines agreed by the Authority. The Supplier will only be signed off as completed the Corrective Action Plan in writing by the Authority. Failure by the Supplier to agree or carry out the Corrective Action Plan within the timescales or deadline date will result with possible suspension of any current Order and/or further Orders with that Supplier in the Authority's sole discretion. The Supplier shall continue monitoring KPIs.

4.4.5 Where the Supplier is assigned a KPI Rating of "Poor" for two consecutive quarterly KPI Measurement Periods, the Supplier shall, upon assignment of the second "Poor" KPI Rating, be deemed to have been assigned a KPI Rating of "Unsatisfactory" for the purposes of this Framework Agreement. The provisions of paragraph 4.4.6 of this Schedule 7 shall apply accordingly, and any reference in this Framework Agreement to a KPI Rating of "Unsatisfactory" shall include a rating deemed to have been assigned under this paragraph. The Authority reserves the right to terminate the Orders or remove the Supplier from the Framework (by terminating this Framework Agreement).

4.4.6 Where a KPI Rating of "Unsatisfactory" is assigned, without limitation to any other rights or remedies that the Authority may have, the Authority considers that KPI Rating to be a material breach of the Framework and reserves its rights under clause 17.1 to terminate the Framework Agreement. The Authority may issue a formal KPI Improvement Notice notifying the Supplier of what actions the Authority requires to be under by the Supplier in order to improve performances and reserves the right to escalate to the named Senior officers in clauses 23.1 23.1(b)and/or 23.1(c). The Supplier is required to attend urgent Contract KPI Review Meetings. The Supplier shall comply with the actions within this notice. The Authority reserves the right to suspend any further Orders or terminate all or any of the current Orders or removal of the Supplier from the Framework (by terminating this Framework Agreement) in its sole discretion. The

Supplier shall continue monitoring KPIs unless expressly told otherwise.

5. Remedies for Failure to Achieve KPI Targets

5.1 Without prejudice to any other rights or remedies arising under this Framework Agreement if the Supplier fails to achieve any of the KPI Targets in accordance with paragraphs 3 and 4 above on any one or more occasions, the Supplier acknowledges and agrees that the Authority shall have the right to exercise (in its absolute sole discretion) all or any of the following remedial actions as set out in paragraph 4.4 above as further supplemented in paragraphs 5.2 to 5.7 below.

5.2 The Authority shall be entitled to require the Supplier, and the Supplier agrees to prepare and provide to the Authority, details of the failed KPI and how this will be rectified in the future.

5.3 The Authority shall be entitled to require the Supplier, and the Supplier agrees to attend, one (1) or more meetings at the request of the Authority in order to resolve the issues raised by the Authority in its notice to the Supplier requesting such meetings.

5.4 The Authority shall be entitled to suspend the Supplier from bidding in any further competition and/or entering into any Call-Off Contract until such time as, in Authority's absolute sole discretion where a KPI Rating of "Poor" or "Unsatisfactory" is given, where the Authority is satisfied that the Supplier has implemented such requirements for improvement as set out in the KPI Improvement Notice or Corrective Action Plan and/or implemented an Improvement Plan or Corrective Action Plan submitted pursuant to paragraph 4.4 above and Approved by the Authority.

5.5 Where the Supplier is a Core Supplier, the Authority shall be entitled to downgrade the Supplier to a Non-Core Supplier until such time as, in the Authority's sole discretion, the Authority is satisfied that the Supplier has implemented such requirements for improvement as set out in the KPI Improvement Notice, Corrective Action Plan and/or implemented an Improvement Plan or Corrective Action Plan submitted pursuant to paragraph 4.4 above and Approved by the Authority. The Authority may promote a Non-Core Supplier to the position of Core Supplier as it sees fit for any occasion whereby a Core Supplier has been downgraded.

5.6 In the event that the Authority has, in its absolute sole discretion, invoked one or more of the remedies set out in paragraphs 4.4 and 5.2 to 5.5 above and the Supplier either:

5.6.1 fails to implement such requirements for improvement or corrective actions as set out in the KPI Improvement Notice or Corrective Action Plan;

5.6.2 fails to implement an Improvement Plan or Corrective Action Plan Approved by the Authority pursuant to paragraph 4.4;

5.6.3 fails to comply with any reasonable request made by the Authority within such reasonable timescales as have been specified by the Authority; and/or

5.6.4 does comply with such requests made by the Authority within such timescales as have been specified by the Authority but the Supplier fails to achieve any of the KPI targets on any one occasion thereafter taking such improvement or corrective action plans.

then (without prejudice to any other rights and remedies of termination provided for in the Framework Agreement), the Supplier shall be deemed to be in Default and the Authority shall be entitled, by notice in writing, to terminate this Framework Agreement.

Schedule 8 Framework Agreement Variation Procedure

1. INTRODUCTION

1.1 This Schedule 8 details the scope of the variations permitted and the process to be followed where the Authority proposes a variation to the Framework Agreement.

1.2 The Authority may propose a variation to the Framework Agreement under clause 26 only where the variation does not amount to a material change in the Framework Agreement or the Services and Equipment.

2. PROCEDURE FOR PROPOSING A VARIATION

2.1 Except where paragraph 5 applies, the Authority may propose a variation using the procedure contained in this paragraph 2.

2.2 In order to propose a variation, the Authority shall serve each Framework Provider with written notice of the proposal to vary the Framework Agreement (**Notice of Variation**).

2.3 The Notice of Variation shall:

(a) contain details of the proposed variation providing sufficient information to allow each Framework Provider to assess the variation and consider whether any changes to the prices set out in its Pricing Matrices are necessary; and

(b) require each Framework Provider to notify the Authority within five (5) Working Days of any proposed changes to the prices set out in its Pricing Matrices.

2.4 On receipt of the Notice of Variation, each Framework Provider has five (5) Working Days to respond in writing with any objections to the variation.

2.5 Where the Authority does not receive any written objections to the variation within the timescales detailed in paragraph 2.4, the Authority may then serve each Framework Provider with a written agreement detailing the variation to be signed and returned by each Framework Provider within five (5) Working Days of receipt.

2.6 On receipt of a signed agreement from each Framework Provider, the Authority shall notify all Framework Providers in writing of the commencement date of the variation.

3. OBJECTIONS TO A VARIATION

In the event that the Authority receives one or more written objections to a variation, the Authority may:

(a) withdraw the proposed variation; or

(b) propose an amendment to the variation.

4. CHANGES TO THE PRICING MATRICES

4.1 Where a Framework Provider can demonstrate that a variation would result in a change to the prices set out in its Pricing Matrices, the Authority may require further evidence from the Framework Provider that any additional costs to the Framework Provider will be kept to a minimum.

4.2 The Authority may require the Framework Provider to meet and discuss any proposed changes to the Pricing Matrices that would result from a variation.

4.3 Where a change to a Framework Provider's Pricing Matrices is agreed by the Authority, the Authority shall notify its acceptance of the change to the Framework Provider in writing.

4.4 In the event that the Authority and the Framework Provider cannot agree to the changes to the Pricing Matrices, the Authority may:

(a) withdraw the variation; or

(b) propose an amendment to the variation.

5. VARIATIONS THAT ARE NOT PERMITTED

In addition to the provisions contained in paragraph 1.2, the Authority may not propose any variation that:

(a) may prevent one or more of the Framework Providers from performing its obligations under the Framework Agreement; or

(b) is in contravention of any Law.

Schedule 9 Supplier's Tender

[TO INSERT]

Schedule 10 Supplier Incentive Scheme

[TO ONLY BE INCLUDED WHERE THE SUPPLIER HAS INDICATED IN THE SUPPLIER'S TENDER THAT THEY WISH TO BE A MEMBER OF THIS SCHEME FOR THIS PROCUREMENT]

1. DEFINITIONS

In this Schedule 10 the following words and expressions have the following meanings unless the context otherwise requires:

Calculation Trigger Date	For any undisputed Invoiced Debt, the Calculation Trigger Date shall be the date the relevant invoice is received by the Authority, such date being the date recorded in the Authority's accounts payable system as the registration date. For any disputed Invoiced Debt, the Calculation Trigger Date shall be the date on which the dispute has been resolved to the mutual satisfaction of the parties.
Invoiced Debt	the price payable by the Authority for the Services (including, without limitation, all fees, charges, expenses and other sums invoiced, including any applicable VAT and other taxes), that is invoiced to the Authority by the Supplier under the terms of a Call-off Contract
Invoice Payment Date	shall be the date on which the Authority executes its payment run in respect of the relevant Invoiced Debt.
Rebate	In respect of any Invoiced Debt, such percentage of that Invoiced Debt that is calculated in accordance with clause 6.1 of this Schedule 10.

2. TERM

This Schedule 10 shall be in force until the relevant Call-off Contract as a whole is terminated or expires in accordance with its terms.

3. PARTICIPATION IN SUPPLIER INCENTIVE SCHEME

3.1 The parties agree that the terms in this Schedule 10 take precedence over those terms of any Call-off Contract which relate to payments (and the timing of payments) as follows:

(a) The Supplier acknowledges and agrees that in consideration of the Authority paying an Invoiced Debt owed to the Supplier under or in connection the Call-off Contract prior to the date by which such payment would otherwise be required to be made under the terms of the Call-off Contract, the Authority shall be entitled to deduct and retain from that Invoiced Debt, for its own benefit, the Rebate.

3.2 For the avoidance of doubt, nothing in this Call-off Contract shall:

(a) affect the date by which payment of an Invoiced Debt is required to be made by the Authority; or

(b) require the Authority to make early payment to the Supplier in respect of any Invoiced Debt.

3.3 The terms of this Schedule shall continue to apply to all Invoiced Debts that remain unpaid up to and including the date of expiry or termination of the Call-off Contract (including where the Call-off Contract has terminated or expired). The terms of a Call-off Contract shall survive termination in respect of such Invoiced Debts until payment has been affected.

4. INCORRECT APPLICATION OF REBATES

4.1 In the event the Supplier, acting reasonably, considers that the Authority has incorrectly applied a Rebate it shall raise a query in respect of that Rebate with the Authority's accounts payable team (whose details will be provided to the Supplier by the Authority, as updated from time to time) within seven (7) days of the relevant payment being received by the Supplier.

4.2 If the Supplier does not raise a genuine query under clause 4.1 within seven (7) days of the relevant Rebate being applied, the Authority shall be deemed to have applied the Rebate correctly in that instance and shall be entitled to retain that Rebate.

4.3 The parties shall use reasonable endeavours to resolve any query raised in accordance with clause 4.1 in a timely manner, including making relevant personnel available for the purpose.

5. SET OFF

The Authority may retain or set off any sums owed to it by the Supplier which have fallen due and payable against any sums due to the Supplier under the Call-off Contract.

6. REBATES WHICH THE CUSTOMER MAY DEDUCT AND RETAIN

6.1 The Rebate is calculated by establishing the number of days that have elapsed between the Calculation Trigger Date and the Invoice Payment Date and comparing the number of days elapsed within the first column of the table below to determine the Rebate to be applied to the invoiced amounts. The Rebate percentage (%) is calculated to 14 decimal places and it is this value that is applied in all calculations. However, for simplicity, the Rebate % displayed in the table below has been rounded to 2 decimal places.

6.2 Rebates applied to invoices are calculated at an invoice line item level. Rebates are applied in the manner described at clause 6.1, against the value of each line item. The result of this calculation is rounded to the nearest pence. Once the Rebates for all line

items have been calculated, they are aggregated to provide the total Rebate value to be deducted from the Supplier's invoice on early payment of the invoice.

6.3 The Authority shall issue a debit note indicating the value of the Rebate that has been applied.

Number of days elapsed between the Calculation Trigger Date and the Invoice Payment Date	**% of the amount owed that may be deducted and retained by the Authority as the Rebate**
0	[●]%
1	[●]%
2	[●]%
3	[●]%
4	[●]%
5	[●]%
6	[●]%
7	[●]%
8	[●]%
9	[●]%
10 (Target Day)	[●]%
11	[●]%
12	[●]%
13	[●]%
14	[●]%
15	[●]%
16	[●]%
17	[●]%
18	[●]%
19	[●]%
20	[●]%
21	[●]%
22	[●]%
23	[●]%
24	[●]%
25	[●]%
26	[●]%
27	[●]%
28	[●]%
29	[●]%
30	[●]%