

1. Definitions

In these conditions the expression

“Agreement” shall mean this Agreement including the Annexed Documents and the expression “Contract” shall also mean this Agreement

"Authorised Officer" shall mean:

(a) in respect of the Council its employee or employees authorised by the Council to sign its Official Orders and documents and to liaise with the other Party in connection with the performance of this contract

(b) in respect of the Contractor its employee or employees authorised by the Contractor to sign its documents and to liaise with the other Party in connection with the performance of this contract

"Council" shall mean Welwyn Hatfield Borough Council.

“Contract” shall have the same meaning as the word “Agreement”

“Contractor” shall mean the organisation undertaking the works / services

"Official Order" shall mean the Council's official printed document calling for services against the Contract.

““Supervising Officer” shall mean the Senior Authorised Officer of the Council

" Specification" shall mean the Specification detailed on any Official Order

2. Agreement to Provide Services

The Contractor shall provide Services in strict accordance with the Specification. The Contractor shall not depart from any aspect of Specification unless approval to do so has been obtained in writing from an Authorised Officer of the Council.

3. Contract Price / Rates

The Contract price / rates includes all carriage charges and shall remain firm unless prior written authority is obtain from the Council.

4. Assignment and Sub-Letting

The Contractor shall not without the written consent of the Council assign or sub-let the Contract or any part thereof.

5. Indemnity and Insurance

5.1 The Contractor shall be responsible for and shall release and indemnify the Council from and against all liability for personal injury (whether fatal or otherwise) loss of or damage to property and any other loss damage costs and expenses which may arise in consequence of the performance of the Contract (whether on the premises of the Contractor or his sub-contractors or elsewhere) whether such injury loss damage costs or expenses be caused by negligence or otherwise.

5.2 Without prejudice to his liability to indemnify the Council as above the Contractor shall have in effect insurance which provides indemnity unlimited in amount in respect of death or injury to employees of the Contractor and not less than £5,000,000 (five million pounds) hereof in respect of any one claim or series of claims arising out of any one event in respect of liability for personal injury to or the death of any other person or for loss or damage to property.

6. Corruption

The Council shall be entitled to cancel this Agreement, and to recover from The Contractor the amount of any loss resulting from such cancellation, if the Contractor or any person employed by it, or acting on its behalf (whether with or without knowledge of the Contractor), shall have offered or given or agreed to give any person any gift or consideration of any kind as an inducement or reward, or any other acts or action in relation to any contract with the Council , or if the Contractor , or any person employed by it or acting on its behalf, shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916 or any amendment of them, or shall have given any fee or reward the receipt of which is an offence under sub-section 2 of Section 117 of the Local Government Act 1972 or any subsequent similar legislation to the like effect.

7. Confidentiality

7.1 Each of the Parties hereto undertakes to the other to keep confidential all information (written or oral) concerning the business and affairs, data, products, services and premises, of the other, that it shall have obtained or received as a result of the discussions leading up to, or the entering into, of this Contract , and throughout the duration of this Contract , and following termination of this Contract , not to use or disclose the same to any third party, directly or indirectly, other than for the purposes of this Contract , save that which is:

1. already in its possession, other than as a result of a breach of this Clause;
or
2. in the public domain, other than as a result of a breach of this Clause.

7.2 Each of the Parties undertakes to the other to take all such steps as shall from time to time be necessary to ensure compliance with the provisions of this Clause by its employees, agents, and sub-contractors, in the case of the Contractor, and Officers, Members, agents and sub-contractors, in the case of the Council .

7.3 In fulfilling its undertaking, each Party shall use no less than the same care as is, or ought to be, used in keeping confidential its own proprietary information, and the Contractor shall ensure that any of its employees, servants, agents, authorised sub contractors, involved in providing the Services under this Contract is bound by an undertaking substantially in the same terms.

8. Advertising

The Contractor shall not without written consent of the Council (which shall not unreasonably be withheld) announce or publicise that it supplies the Services to the Council.

9. Health and Safety at Work

9.1 The Contractor shall in the performance of the Services under this Contract ensure that it complies at all times with the Health and Safety at Work Act 1974 and with any Act of Parliament statutory instrument or order or any other regulation or bye-law of similar effect from time to time in force which are or may become applicable during the term this Contract is in force including acknowledgement by the Contractor that he has seen a copy of the Council's Health and Safety Policy a copy of which can be obtained from the Council's Health and Safety Officer.

9.2 Details of the Contractor's Health and Safety Policy relevant to the performance of the Services under this Contract must be provided to the Council's Health and Safety Officer to ensure that it provides adequate satisfactory systems for managing health and safety and any such reasonable requirement shall be at additional cost to

the Contractor. The Council has monitoring arrangements in place to ensure that the Contractor is properly addressing health and safety matters.

10. Rights of Third Parties Act

Nothing in this Contract confers or purports to confer on any third party any benefit or any right to enforce any term of this Contract pursuant to the Contracts (Rights of Third Parties) Act 1999

11. Value Added Tax

Save insofar as otherwise expressly provided, all amounts stated in this Contract are expressed exclusive of value added tax and any value added tax arising in respect of any supply made hereunder shall, on the issue of a valid tax invoice in respect of the same, be paid to the Party making such supply by the Party to whom it is made in addition to any other consideration payable therefore.

12. Data Protection

12.1 The Parties must at all times during and after the term of this Agreement observe and comply with all the provisions of the Data Protection Act 1998 and the Local Government (Access to Information) Act 1985 and all legislation and Regulations of like effect ("the Data Protection legislation") and the Contractor must satisfy reasonable claims founded on any breach of the Data Protection which arise out of, or in consequence of, the Services performed under this Contract, whether such claims are made by the Council or any third party against the Council or against the Contractor .

12.2 The Contractor shall refer any requests for the Information received by the Contractor to the Council for determination as to whether the Information should be disclosed pursuant to the Legislation and shall not in any event deal with the request directly.

13. Electronic Communication

The parties shall at all times comply with relevant English and European legislation governing the use of any electronic communications (including emails) used or proposed to be used between the Parties during the term of this Agreement in connection with performance of the Services.

14. Access to Information

14.1 The Contractor acknowledges that the Council has legal requirements to make information available under the Freedom of Information Act 2000, the Environmental Information Regulations 1992 (as amended) and other legislation or codes governing access to information ("the Legislation") and that such information may include matters relating to or arising from this Contract, ("the Information").

14.2 The Contractor hereby agrees to supply the Information to the Council (together with reasonable assistance to locate the same) which are needed by the Council to comply with its obligations under the Legislation within a timescale to be agreed on a case by case basis, but in any event, not to exceed any timescale that the Council must comply with pursuant to the Legislation.

14.3 Notwithstanding the provisions of clause 7 (Confidentiality) the Council shall have an absolute discretion to disclose the Information which is the subject of this Contract to any person or organisation who makes a request under the Legislation and which, in the opinion of the Council, it has to disclose to discharge its responsibilities under the Legislation.

14.4 When exercising its right under sub clause 3. above, the Council shall whenever reasonably practicable consult the Contractor before making a decision on the disclosure of the Information.

15. Legal Construction

The Contractor shall in all respects operate in conformity with English Law and all payments all be made in Sterling

No condition or reservation printed in any letter or other communication from the Contractor shall be incorporated in the agreement.