

FORM OF CONTRACT

1. Sufficiency of Information

The Supplier shall be deemed to have satisfied itself before submitting its Tender as to the accuracy and sufficiency of the prices stated by the Supplier in its Tender which shall (except in so far as is otherwise provided in the Contract) cover all the Supplier's obligations under the Contract and shall be deemed to have obtained for itself all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect the Supplier's Tender.

1.2 Documents Mutually Explanatory

1.2.1 Except as otherwise expressly provided, the Contract Documents are to be taken as mutually explanatory of one another. Should the Supplier become aware of any ambiguities or discrepancies in or between the Contract Documents, the Supplier shall immediately inform the Council giving full details. Any such notified ambiguities or discrepancies or any ambiguities or discrepancies otherwise coming to the notice of the Council shall be resolved by the Council who shall issue to the Supplier any appropriate instructions. If any such instruction changes the basis upon which the Supplier tendered so as to render any price inappropriate, the said instruction shall be treated as a variation.

1.2.2 Any references in the Specification to contact with, liaison, reporting or other action in relation to various Officers of the Council shall be deemed to refer to any successor assignee or contractor substituting therefore or replacing whether temporarily or permanently the same and so notified from time to time by the Council.

1.3 Variation of Conditions

Following the formation of a binding agreement, no deletion from, addition to, or variation of the Conditions shall be valid or of any effect unless agreed in writing and signed by the parties.

1.4 Copyright

Copyright in the Contract Documents shall vest so far as it lawfully can in the Council, but the Supplier may obtain or make at its own expense any further copies required for use by the Supplier in the supply of the Services.

1.5 Exclusion of Rights and Third Parties

It is further agreed and declared that nothing herein contained or implied shall give or be construed as giving any rights, privileges, powers or enforceability other than to the specific parties executing this document as defined herein and their successors (if any) and the provisions of the Contracts (Rights of Third Parties) Act 1999 and any benefits or rights which could arise therefrom are expressly excluded to the intent that no third party within the meaning of that Act shall have any rights of enforcement in respect of any matter herein contained.

2 CONTRACT MANAGER

- 2.1 The Council shall appoint a Contract Manager or such other person or persons nominated in writing by the Council from time to time to act in the name of the said Council for the purposes of the Contract or any constituent part thereof.
- 2.2 The relevant Contract Manager shall have power to issue instructions to the Supplier on any matter relating to the Contract and the Supplier shall comply therewith.
- 2.3 From time to time the relevant Contract Manager may appoint one or more representatives to act for the Contract Manager generally or for specified purposes or periods. Immediately any such appointment is made, the relevant Contract Manager shall give written notice thereof to the Supplier.

3 SUPPLY OF SERVICE

- 3.1 The Service will be in conformity with the Specification, samples or other descriptions of the Service contained and referred to in the Supplier's tender.
- 3.2 The Service must be delivered at the delivery point specified by the relevant Contract Manager. If the Service is incorrectly delivered, the Supplier will be responsible for any additional expense incurred in delivering the same to their correct destination.
- 3.3 The Service must be delivered, carriage paid and unloaded as specified by the relevant Contract Manager.
- 3.4 The Service and risk shall remain in the Supplier until they are delivered to the point specified by the relevant Contract Manager.
- 3.5 The relevant Council shall advise the Supplier and the carrier (if any) in writing, by a qualified signature on any delivery note, of any loss or damage within the following time limits:
 - 3.5.1 Partial loss, damage, defects or non-delivery of any separate part of a consignment shall be advised within 7 days of date of delivery of the consignment or part consignment;
 - 3.5.2 Non-delivery of the whole consignment shall be advised within 21 days of notice of despatch.
- 3.6 The Supplier shall make good free of charge to the Council any loss of or damage to or defect in the Service where notice is given by the said Council of the same.
- 3.7 In the case of the Service delivered by the Supplier not conforming with the requirements of the Contract whether by reason of quality, or quantity or not being fit for the purpose for which the Service is required (where such purpose has been made known in writing to the Supplier), the Council shall have the right to reject such Service within a reasonable time of their delivery and to purchase elsewhere but without prejudice to any other right which the Council may have against the Supplier. The making of payment shall not prejudice the Council's right of rejection. Before exercising the said right to purchase elsewhere the Council

shall give the Supplier reasonable opportunity to replace the Service or any elements thereof with a replacement which conforms to the Specification and terms of the Contract or any Order pursuant thereto.

- 3.8 Notwithstanding that the Specification contains detailed exemplification of individual elements of the Contract this shall not in any way detract from the overriding obligation to execute all such elements of the Contract in an integrated manner in accordance with best practice to best standards applicable to such elements and to the satisfaction of the relevant Contract Manager in the performance of such standards and practice.
- 3.9 Subject as otherwise contained in the Specification such instruction may state the type or part of the supply of the Service required including the Council's requirements with regard to timescale for delivery. For the avoidance of doubt, any such timescale may encompass any number of separate dates or times for the supply of the Service or any part thereof.
- 3.10 If at any time it appears to the Council that the Supplier's performance of the Contract does not conform to the Contract Standard the Council may without prejudice to any other right or remedy available to it, require the Supplier to return immediately to the agreed Contract Standard.
- 3.11 The Supplier shall make good within one week of its occurrence any damage resulting from or arising out of the supply of the Service. In the event of the Supplier failing to make good such damage, the Council shall, two weeks after giving written notice to the Supplier or after such shorter time as may be reasonable if the proposed work is urgently needed, be entitled to arrange for making good of any damage and in this event, the cost shall be a debt from the Supplier and shall be recoverable accordingly.

4 THE SUPPLIER'S OBLIGATIONS

- 4.1 The Supplier shall supply the Service described in the Specification to the Contract Standard with reasonable and proper skill care and diligence, with the utmost good faith and to the performance requirements set out therein in accordance with best professional practice, the written instructions of and, subject as aforesaid, to the satisfaction of the relevant Contract Manager and to such individual timescale or timescales as may be specifically prescribed or otherwise with all due diligence.
- 4.2 The Supplier shall forthwith comply with any and all written instructions issued to it by any Council in respect of any matter relating to the supply of the Service in respect of which the relevant Contract Manager is empowered to issue instructions, save that:
 - 4.2.1 where, subject to the detailed requirements of the Specification, such instruction is one requiring a variation,
 - 4.2.2 where such instructions cannot be complied with by reason of Act of God or Force Majeure (which shall include acts of government, fire, tempest, acts or war and related matters which are both beyond the control of the Supplier and are such that the Supplier with the application of all due diligence and foresight could not prevent) which causes the cessation of or substantial interference with the duty of the Supplier to perform its obligations under the Contract shall be suspended until such circumstances have ceased.

4.2.3 Any instruction to provide the requirements of the Contract or any part thereof to the Contract Standard shall not be held to be a variation.

4.3 The Supplier shall inform the Contract Manager of the Council promptly and confirm in writing if the Supplier is unable or fails to supply the Service or any part thereof, or if the Supplier is aware of anything of whatever nature and whether or not the result of any act or omission on the part of the Council which prevents or hinders or which may prevent or hinder the Supplier from complying with the Contract giving details of the circumstances, reasons and likely duration. The provision of information under this Condition shall not in any way release or excuse the Supplier from any of its obligations under the Contract.

4.4 The Supplier shall as may be necessary or describe co-operate, liaise with, and co-ordinate its activities with those of any other supplier or sub-contractor employed directly or indirectly by the Council shall carry out the Contract or any Order pursuant thereto in harmony with no detriment to any other service provided by or on behalf of or to the Council. If the Supplier defaults in complying or fails to comply with this Condition then any costs, expenses, liabilities, or damages incurred by the Council as a consequence thereof, including the reasonable cost to the Council of the time spent by its officers as a result of the default or failure, may be deducted from any sums due or to become due to the Supplier under this Contract or shall be recoverable from the Supplier by the Council as a debt.

4.5 The Supplier shall not advertise the fact that it is supplying the Service to the Council under this Contract other than with the written permission of the Council, except where it is contained in any submission to any other local authority to make such submission.

5 THE SUPPLIER'S PERSONNEL

5.1 The Supplier shall employ sufficient managers and appropriate personnel to ensure that the Service is provided at all times and in all respects in accordance with the Contract (including during holidays or absence through sickness or otherwise).

5.2 The Supplier shall ensure that such persons are properly and sufficiently instructed and supervised.

6 ACHIEVEMENT OF CONTRACT STANDARD

6.1 Without prejudice to each and every remedy of the Council in the event of a failure of the Supplier to provide the Service in accordance with the terms of the Contract and any Order pursuant thereto, the Supplier shall at all times during the performance of the Contract supply the Service in accordance with the Specification and to the Contract Standard.

6.2 The Supplier shall as soon as reasonably practicable provide the relevant Contract Manager with any information relating to the performance of the Contract which he may reasonably request.

7 VARIATIONS

- 7.1 The relevant Contract Manager may, at any time, by written notice, request the Supplier to make any reasonable alteration to the Contract or any Order pursuant thereto (herein referred to as a 'Variation'). In the event of a Variation being required, the relevant Council shall instruct the Supplier to state in writing its ability to meet the requirements of the Variation and the effect such Variation will have on the cost of the Contract. The Supplier shall respond within fourteen (14) days from receipt of the relevant Contract Manager's instructions, or such other period as may be agreed.
- 7.2 Notwithstanding any data with regard to the value and/or volume of the Service or commissions, whether set out in the Specification or otherwise (which is only given as a guide) the Council gives no guarantee and accepts no liability as to the actual values or volumes which will be placed with the Supplier. The Council shall in no circumstances be liable to the Supplier for any consequential or financial loss of any kind whatsoever arising there from.

8 CONFIDENTIALITY

- 8.1 The Supplier shall not, without written consent of the Council, make use of for its own purposes or disclose to any person (except as may be required by law), the Contract Documents or any information contained therein or in any material provided to the Supplier by the Council pursuant to the Contract or prepared by the Supplier pursuant to the Contract, all of which information shall be deemed to be confidential.
- 8.2 The Supplier shall indemnify and keep indemnified the Council against all actions, claims, demands, proceedings, damages, costs, losses, charges and expenses whatsoever in respect of any breach by the Supplier of this Condition.

9 HEALTH AND SAFETY/CDM

- 9.1 The Supplier shall at all times comply with the requirements of the Health and Safety at Work, etc. Act 1974, the Management of Health and Safety at Work Regulations 1992 (including the provision of the Supplier of copies of its risk assessments under these Regulations when requested by the Council), and of other Acts, Regulations, Orders, rules of law or Codes of Practice pertaining to health and safety and with the Construction (Design and Management) Regulations 2015.
- 9.2 The Supplier shall, so far as the same may impact on the Council, adopt safe methods of work in order to protect the health and safety of its own employees and, to the extent applicable, the employees of the Council and all other persons (including members of the public).
- 9.3 The Supplier shall indemnify the Council for any loss, costs or damage caused for breach of this Condition.

10 EQUAL OPPORTUNITIES

The Supplier shall at all times comply with its statutory obligations under the Race Relations Act 1976 and, accordingly, will not treat one group of people less favourably than others because of their disability, colour, race, nationality or ethnic origin.

11 OBSERVANCE OF STATUTORY AND OTHER REQUIREMENTS

The Supplier shall comply with all statutory and other provisions to be observed and performed in connection with this Contract and shall indemnify the Council against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of any breach of the Supplier of this Condition.

12 AGENCY

- 12.1 The Supplier shall not in any circumstances hold itself out as being the servant or agent of the Council otherwise than in circumstances expressly or impliedly permitted by the Contract.
- 12.2 The Supplier shall not in any circumstances hold itself out as being authorised to enter into any contract on behalf of the Council or in any other way to bind the Council to the performance, variation, release or discharge of any obligation otherwise than in circumstances expressly or impliedly permitted by the Contract.
- 12.3 The Supplier shall not in any circumstances hold itself out as having the power to make, vary, discharge or waive any Byelaw or Regulation of any kind.

13 GRATUITIES

The Supplier shall not, whether itself or by any partner or by any person employed by it to supply the Service, solicit or accept any gratuity, tip or any other form of money taking or reward, collection or charge for the supply of the Service other than any charges properly approved by the Council in accordance with the provisions of the Contract or any Order pursuant thereto.

14 INDEMNITY AND INSURANCE

- 14.1 The Supplier shall be liable for and shall fully and promptly indemnify the Council the officers, employees, agents and other suppliers against all liabilities, damages, costs, losses, claims, demands and proceedings whatsoever, howsoever arising, whether in contract, tort or otherwise directly or indirectly out of or in the course of or in connection with any provision of the Contract (or any Order pursuant thereto) or from any negligence, negligent act, negligent omission, default or breach of duty on the part of the Supplier or the breach by the Supplier of any provision of the Contract or any Order pursuant thereto. For the avoidance of doubt:
 - 14.1.1 The Supplier's liability to indemnify the Council pursuant to this Condition on account of loss of or damage to any property of any nature whatsoever includes a liability to reimburse to the Council all costs and expenses reasonably incurred by the Council in the reinstatement or replacement of such property.

14.1.2 The Supplier's liability and indemnity arising under this Condition shall be without prejudice to any other right or remedy available to the Council.

14.2 The Supplier shall insure with a reputable insurance company against all loss of and damage to property and death of or injury to persons arising directly out of its obligations under the Contract or any Order pursuant thereto and against all actions, claims, demands, costs, charges and expenses in respect thereof. Documentary proof of such insurance cover shall be made available on demand by the Supplier.

14.3 Nothing in the Contract shall purport to exclude or restrict the liability of the Supplier for death or personal injury arising out of its acts or omissions, its agents, employees, servants and sub-contractors.

Note: Witney Town Council requires all suppliers to hold Public Liability & Employers Liability Insurance cover to the value of £10 million each.

15 ROYALTIES AND PATENT RIGHTS

The Supplier shall not in connection with the Contract or any Order pursuant thereto use, manufacture, supply or deliver any process, article, matter or thing, the use, manufacture, supply or delivery of which would be an infringement of any patent or patent rights or any other intellectual property rights and the Supplier shall indemnify the Council against all actions, claims, demands, proceedings, damages, costs, charges and expenses which the Council may sustain, incur or be put to by reason or in consequence directly or indirectly of any breach of this provision (whether wilful or inadvertent) and against the payment of any royalties or other monies which the Council may have to make to any person or body entitled to patent rights or any other intellectual property rights in respect of any process, matter or thing used, manufactured, supplied or delivered by the Supplier in connection with the Contract or any Order thereto.

16 PAYMENT

16.1 The Supplier shall submit to the Contract Manager an invoice in respect of the Services supplied to the Council and valued in accordance with the Pricing Schedule and any provision as to payment contained within the Specification, and in the event of the Service being supplied in part or instalments (by prior arrangement with the Council), such invoices shall reflect the same.

16.2 Subject to the proper provision by the Supplier of the requirements of the Contract or any Order pursuant thereto the Council shall make due payment within 30 days of receipt of the invoice by the Council.

17 VALUE ADDED TAX

The Council shall be liable to pay to the Supplier such Value Added Tax (VAT) as may be properly chargeable on the Supplier in respect of the provision of the Contract to the Council except to the extent that any such Value Added Tax or penalties related thereto are so

chargeable because of some breach of or non-compliance with any relevant statutory provisions by the Supplier.

18 PRICES AND RATES

- 18.1 The prices and rates shall be as stated in the Pricing Schedule.
- 18.2 Unless otherwise agreed in writing by the Contract Manager the Council shall not be liable for the cost of any work done or time spent, or expense incurred in excess of that provided for by this Contract or any Order pursuant thereto.

19 ASSIGNMENT AND SUB-CONTRACTING

- 19.1 The Supplier shall not assign the Contract or any part thereof or the benefit or advantage of the Contract or any part thereof.
- 19.2 The Supplier shall not sub-contract the Contract or any part thereof or any Order pursuant thereto to any person or employ or agent to carry out the requirements of the Contract or any part thereof without the previous written consent of the Council (which, if given, shall not relieve the Supplier from any liability or obligation under the Contract). The Supplier shall be responsible for the acts, defaults, or neglect of any sub-contractor or agent or their employees or agents in all respects as if they were the acts, defaults or neglect of the Supplier, notwithstanding that the Council may require as a condition of giving consent to sub-contract or appoint an agent a direct warranty and undertaking from the sub-contractor or agent concerning the requirements of and compliance with the Contract in all respects.
- 19.3 Without prejudice to the provisions of this Condition it shall be the responsibility of the Supplier to maintain full control over and adequate liaison with any sub-contractor or agent in order to ensure compliance with the Contract Standard, and, in addition, full control and adequate liaison as between sub-contractors and agents.

20 LEGAL PROCEEDINGS

- 20.1 The Supplier, immediately upon becoming aware of the same, shall notify the Council of any accident, damage or breach of any statutory provision relating to any way to the provision of or connected with the Contract or any individual Order there under.
- 20.2.1 If requested to do so by the Council, the Supplier shall provide any relevant information in connection with any legal inquiry arbitration or court proceedings in which the Council may become involved or any relevant disciplinary hearing internal to the Council and shall give evidence in such inquiries or proceedings or hearings arising out of the provision of the Contract.

21 TERMINATION

- 21.1 If the Supplier shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or having

done or forbore to do any action in relation to the obtaining of the Contract or any other contract with the Council or for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any contract with the Council or if the like acts shall have been done by any person employed by the Supplier or acting on the Supplier's behalf (whether with or without the knowledge of the Supplier) or if in relation to the Contract or any other contract with the Council, the Supplier or any other persons employed by the Supplier or acting on the Supplier's behalf, shall have committed any offence under the Prevention of Corruption Act 1889-1916 or shall have given any fee or reward to any member or officer of the Council the receipt of which is an offence under Sub-Section (2) of Section 117 of the Local Government Act 1972, the Council shall be entitled at its option to rescind the Contract or to terminate the Supplier's employment under the Contract and without prejudice to Condition 22.4 to recover from the Supplier the amount of any loss resulting from such termination.

- 21.2 The Council has relied on the information provided by the Supplier contained in the Form of Tender and any presentation submitted to the Council prior to its acceptance and prior to the Council entering into the Contract and any material misrepresentation contained therein shall entitle the Council to rescind or terminate this Contract at its option.
- 21.3 The Council shall be entitled forthwith upon the happening of any of the following events to terminate this Contract, such events being
- 21.4 Discovery of a material misrepresentation by the Supplier prior to the execution of this Contract.
- 21.5 Any material breach or a series of persistent minor breaches by the Supplier of the Contract or any Order pursuant thereto which in the opinion of the Council justifies termination of the Contract.
- 21.6 The Supplier becoming bankrupt or making a composition or arrangement with its creditors or has a proposal in respect of its company for voluntary arrangement for a composition of debts or scheme or arrangement approved in accordance with the Insolvency Act 1986.
- 21.7 The Supplier having an application made under the Insolvency Act 1986 to the Court for the appointment of an administrative receiver.
- 21.8.1 The Supplier having a winding up order made or (except for the purposes of amalgamation or reconstruction) a resolution for voluntary winding up passed.
- 21.9 The Supplier having a provisional liquidator, receiver or manager of its business or undertaking duly appointed.
- 21.10 The Supplier having an administrative receiver, as defined in the Insolvency Act 1986, appointed.
- 21.11 The Supplier having possession taken by or on behalf of the holders of any debentures secured by a floating charge of any property comprised in or subject to the floating charge.
- 21.12 The Supplier being in circumstances which entitle the court or a creditor to appoint or have appointed a receiver, a manager or administrative receiver or which entitle the Court to make a winding up order.

Then in any such circumstances the Council may, without prejudice to any accrued rights or remedies under the Contract, terminate the Contract by notice in writing having immediate effect.

If the Contract is terminated as provided in the above conditions and is not reinstated, the Council shall:

- 21.12.1 cease to be under any obligation to make further payment until the costs, loss and/or damage resulting from or arising out of the termination of the Supplier's employment shall have been calculated and provided such calculation shows a sum or sums due to the Supplier;
- 21.12.2 be entitled to employ and pay other persons to provide and complete the provisions of the Contract or any part thereof or any Order pursuant thereto;
- 21.12.3 be entitled to deduct from any sum or sums which would have been due from the Council to the Supplier under this Contract or any other contract or any Order pursuant thereto to be entitled to recover the same from the Supplier as a debt, any loss or damage to the Council resulting from or arising out of such termination. Such loss or damage shall include the reasonable cost to the Council of the time spent by its officers in terminating the Contract and in making alternative arrangements for the provision of the Contract, any individual Order or any part thereof.
- 21.12.4 when the total costs, loss and/or damage resulting from or arising out of the termination of the Supplier's employment have been calculated and deducted so far as practicable from any such or sums which would have been due to the Supplier, any balance shown as due to any Council shall be recoverable as a debt.
- 21.12.5 The rights of the Council under this Condition are in addition to and without prejudice to any other rights they may have.
- 21.12.6 The provisions of Condition 15 shall continue in force notwithstanding the termination of this Contract.

22 RECOVERY OF SUMS DUE TO THE COUNCIL

The Council reserve their right at Common Law and in Equity to set off against their indebtedness to the Supplier any debt owed to them by the Supplier and any liability, damage, loss, costs, charges and expenses which they have incurred in consequence of any breach by the Supplier of this Contract or any other contract or any Order pursuant thereto.

23 WHOLE CONTRACT

The Contract constitutes the whole agreement and understanding of the parties as to the subject matter hereof and there are no prior or contemporaneous agreements between the parties with respect thereto.

24 AMENDMENTS

No amendments to the Contract or any Order pursuant thereto shall be binding unless in writing and signed by the relevant Contract Manager on behalf of the Council and by the duly authorised representative of the Supplier and expressed to be for the purpose of such amendment.

25 INCONSISTENCY

In the event of any patent inconsistency between the provisions of the Specification and any of the Conditions of Contract the Conditions shall prevail SAVE that in the event of the Specification containing exemplification of any aspect of a particular Condition or Conditions then to the extent of such exemplification the same shall have force and effect and in the event of ostensible ambiguity or inconsistency the Council shall be the sole arbiter of the same and shall instruct the Supplier accordingly.

26 NOTICES

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

27 WAIVER

Forbearance, indulgence or failure by the Council or their Contract Manager at any time to enforce the provisions of the Contract or to require performance by the Supplier of any of the provisions of the Contract or any Order pursuant thereto shall not be construed as a permanent waiver of or as creating an estoppel in connection with any such provision and shall not affect the validity of the Contract or any part thereof or the right of the Council to enforce any provision in accordance with its terms.

28 ARBITRATION

Save in respect of Termination pursuant to the condition above (in respect of which the rights of the Council shall be absolute) or any other condition where the discretion of the same is stated to be absolute any dispute or difference which may arise between the Council and the Supplier in connection with or arising out of the Contract may, by agreement of both parties, be resolved by arbitration, in which event such dispute or difference shall be referred to a single arbitrator to be agreed between the Council and the Supplier or failing such agreement within fourteen (14) days to be nominated by the President for the time being of the British Chartered Institute of Arbitrators in accordance with the Arbitration Act 1996 or any statutory modifications or re-enactment of it.

29 OMBUDSMAN INVESTIGATION AND FREEDOM OF INFORMATION

- 29.1 The Council is under a legal obligation by virtue of the Local Government Acts to observe the rights and powers of the Local Government ombudsman who has independent and impartial powers and to require persons to provide information and/or produce documents for the purposes of carrying out investigations into relevant matters that may have been referred to him for consideration when maladministration has been alleged against the Council.
- 29.2 The Supplier shall at no additional cost to the Council make available any documentation or allow to be interviewed any of the Supplier's personnel and assist at all times the ombudsman or his personnel and will co-operate with any enquiries that are requested by the ombudsman or his personnel in investigating any complaint whatsoever relating to the Services.
- 29.3 Upon determination of any case by the ombudsman in which the Supplier has been involved or has been implicated, the Contract Manager shall forward copies of such determination to the Supplier for its comments before reporting details to the relevant Committees of the Council. Should the ombudsman make recommendations in his report that compensation should be paid for maladministration and this by implication has been due wholly or in part to the failure, default, act, omission or neglect of the Supplier or its personnel or agents or sub-contractors to comply with the provisions of this Contract, the Council will recover such compensation from the Supplier and the same may be deducted from any payment to be made by the Council pursuant to the Contract.
- 29.4 Should the ombudsman make recommendations relating to procedural matters which will result in changes or alterations which will require implementation, the Council will enter into discussions with the Supplier to agree a suitable procedure to resolve such matters. Any cost implications relating to any changes will be calculated in accordance with Condition 8 where they arise from altered or revised requirements by the Council.
- 29.5 The Supplier hereby acknowledges the statutory obligations on the Council imposed by the Freedom of Information Act 2000 in respect of the disclosure of information held by the Council generally, and to the intent that the same impacts on this Contract such obligations shall have affect and take precedence notwithstanding anything otherwise contained or referred to in the tender submitted or any Conditions of Contract relevant to such tender AND the Supplier shall use its reasonable endeavours to assist the Council to ensure compliance with the same.

30 STANDARDS

Where an appropriate British Standard specification or British Standard Code of Practice issued by the British Standards Institution is current, all goods used or supplied and all workmanship shall, as a minimum requirement, be in accordance with standard or an equivalent European standard, without prejudice to any higher standard required by the Contract. Any reference in the Contract Documents to a standard published by the British Standards Institution, or the specification of another body, shall be construed equally as a reference to an equivalent one.

INVOICING AND PAYMENT

1. Invoices shall be submitted to Accounts Payable at the Town Hall, at monthly periods as specified by the Council. Invoices shall be accompanied by a full breakdown of charges relating to the services provided by the Operator.
2. Should any work not have been completed, then the amount for that work will be deducted from payment.
3. Witney Town Council payment terms are 30 days from date of invoice.
4. The Contract price will be reviewed on each anniversary of the Contract Start date (the date of such review being referred to as 'Review Date').
5. The amount payable to the Contractor with effect from each Review Date will be increased or decreased in direct proportion to any increase or decrease in the previous twelve months in the Consumer Price Indices figures compiled by the Office for National Statistics

COMPANY INFORMATION

GENERAL INFORMATION
Name of organisation making application.
Main address for correspondence:
Address of registered office, if different from above:
Name and position of person applying on behalf of the organisation:
Telephone, fax and e-mail contacts:
Full details of your organisation's membership of any regulatory/professional bodies/technical associations.
State whether you are a sole trader, partnership, limited company or other.

Please answer these questions about your directors, partners or associates:	
Have any of them been involved in any organisation which has been liquidated or gone into receivership?	Yes/No
Have any of them been convicted of a criminal offence relevant to the business or profession?	Yes/No
Have any of them failed to pay social security contributions in any EU member state?	Yes/No
Have any of them failed to pay taxes?	Yes/No
Please state the names of directors, partners or associates of your organisation who have any involvement in other companies or firms who provide services to the Council and give details of the services and contracts.	
Please detail any outstanding claims or litigation against your company.	
Please provide information about your organisation including: a brief history of your organisation organisational structure geographical locations(s)	
Please provide any further information about your organisation which you consider relevant to your application.	

For limited companies only

Please give the firm's date of registration and registration number under the Companies Act 1985 if applicable.

Is your company public or private?

Is your company part of a larger group?

If the answer to the above question is yes, please give the names and addresses of the ultimate holding company, and consolidated companies. State the relationship clearly and include a family tree if available.

If the answer to the above question is yes, please give the name(s) of any other subsidiaries of your holding company that will also be involved in the services being offered to the Council.

FINANCIAL INFORMATION

What is the name and job title of the person in your organisation responsible for financial matters?

What is the name and address of your banker?

Please send copies of your audited accounts and annual reports for the last three years, including:

Balance sheet

Profit and loss account and cost of sales

Full notes to the accounts

Director's reports/managing partners' report

Auditor's report

If any of these are not available, please give the reason.

If your last set of audited accounts are more than ten months old, can you confirm that the organisation, as described in the last set of accounts, is still trading?

If 'yes', please provide a statement of the organisation's overall turnover and its turnover for the services to which this contract relates for the previous three financial years. Where appropriate, please provide similar information for any holding or parent company since the last set of published accounts.

If applicable, please give your VAT registration number:

Please give these details of your insurances.

Public Liability

Employer's
Liability

Professional Risk
Indemnity

Insurer:

Policy number

Extent of cover:

Expiry date:

TECHNICAL INFORMATION AND REFERENCES

Does your organisation have an accredited quality assurance system? If yes, please enclose a copy of the certificate.

Please provide any further details or documentation which describe your approach to goods/service quality.

Please provide details of professional qualifications and certifications held by managerial and operational staff members of your organisation, which are required for and/or relevant to this tender.

Please provide the following details for **three** local councils and / or contracts for services similar to those required by Witney Town Council:

- contract title
- annual value
- start date
- completion date
- name of referee
- address
- telephone number
- name of supervisory/contract officer
- brief description of services provided

Have you had any penalties imposed upon you on any contract within the last three years? If so, please provide details.

Please give details of any instances within the past three years where your organisation has had a contract terminated under the terms of the contract or where a contract has not been renewed for failure to perform to the contract terms.

Please provide your specific methodology to be used to provide the service, with reference to your organisation's approach to projects involving erection and removal of festive illuminations.

Your method statement should consider, amongst others, such items as technical support; technical capability; operational capacity, management of the workload; numbers and organisation of staff to be assigned to this project and should include both a detailed statement of how you would deliver this project for Witney Town Council, and examples of case studies detailing previous similar projects.

Please describe your organisation's overall experience of delivering the service to be provided, including how your organisation will utilise this previous experience to bring about a successful outcome to this project for all stakeholders.

HEALTH AND SAFETY

What are the name(s) and job title(s) of people in your organisation responsible for ensuring that your Health and Safety policy is carried out in practice?

How do you make employees aware of your Health and Safety policies?

Please enclose a copy of your Health and Safety Policy, specified Risk Assessments and arrangements or other declarations or information/instructions issued by your organisation to protect health and safety and prevent risks at work.

Have there been any notifiable occurrences, fatalities or major injuries in your organisation during the past three years?

If the answer is yes, please give details:

EQUALITIES

Do you have an equality/diversity policy to comply with your statutory obligations under the Race Relations Amendment Act, the Sex Discrimination Act including gender reassignment, Disability Discrimination Act, Employment Equality Regulations on age, sexual orientation and religion and belief?

If, yes please attach a copy.

Does your equality policy include the commitment not to treat anyone less favourably because of gender, age, religion and belief, colour, race, nationality or ethnic origin, sexuality or disability in relation to decisions to recruit, train or promote employees and in delivering services?

In the last three years has any finding of unlawful race, sex, religious and belief, age, sexuality, or disability discrimination been made against your organisation by any court or employment tribunal – service provision, contract or employment?

In the last three years has your organisation been the subject of a formal investigation by the former Disability Rights Commission, Commission for Racial Equality, or the Equal Opportunities Commission or the Equality and Human Rights Commission on grounds of alleged unlawful discrimination – service provision, contract or employment?

If the answer to the two questions above is yes, and an adverse finding was made against your organisation, what steps did you take as a result of that finding or termination of contract?

Is your policy on equal opportunities/diversity set out in:

instructions to those concerned with recruitment, training and promotion and service delivery?

documents available to employees, recognised trade unions or other representative groups of employees?

recruitment advertisements or other literature?

service delivery guidance notes or procedures or in your quality manual?

Please send examples of the instructions, documents, recruitment advertisements or other literature.

8.5.7 Do you observe, as far as possible, the Commission for Racial Equality's Code of Practice in Employment, as approved by Parliament in 1983 and amended in 2005? This gives practical guidance to employers and others in the elimination of racial discrimination and the promotion of equality of opportunity in employment, including the steps which can be taken to encourage members of minority ethnic communities to apply for jobs or take up training opportunities.

Do you also observe the Disability Discrimination Act's Code of Practice on Employment and Occupation and the Codes of Practice on Rights of Access, services to the public, public authority functions and private clubs and premises? These give practice guidance on making your employment opportunities and service delivery accessible to disabled people.