

## 1. DEFINITIONS

“**Business Day**” is a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

“**Contract**” means the PO and these Terms and Conditions.

“**Council**” means Oxford City Council.

“**Council’s Representative**” means any person who the Council notifies to the Service Providers to be regarded as a key contact during the course of the Contract.

“**Data Protection Legislation**”: means 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 Controller**”: shall have the same meaning as set out in the Data Protection Legislation.

“**Data Processor**”: shall have the same meaning as set out in the Data Protection Legislation.

“**Data Protection Legislation**”: means 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**”: shall have the same meaning as set out in the Data Protection Legislation.

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

“**Personal Data**”: shall have the same meaning as set out in the Data Protection Legislation.

“**PO**” means a formal Purchase Order document (including a PO number) that has been generated electronically via the Council’s internal system Agresso, or any other system that may be updated by the Council from time to time.

“**Price**” means the price or rate for the Services given in the PO (including all expenses of the Service Provider save where the PO states otherwise).

“**Parties**” means the Council and the Service Provider.

“**Premises**” means any land or building where the Services are to be performed as specified in the PO.

“**Services**” means the services described in the PO.

“**Service Provider**” means the person, firm or company who is to provide the Services identified in the PO.

# OXFORD CITY COUNCIL - TERMS AND CONDITIONS FOR SERVICES

March 2026

**“Service Providers Representative”** means any person who the Service Provider notifies to the Council is to be regarded as a key contact during the course of the Contract.

**“Terms and Conditions”** means these terms and conditions for the supply of the Services.

## 2. GENERAL

2.1 These Terms and Conditions together with the PO and any other document, plan or specification referred to in the Acceptance Letter constitute the contract between the Parties for the Services (**“the Contract”**).

2.2 In the event of any conflict between a clause in these Terms and Conditions and a term of the Acceptance Letter, the terms of the Acceptance Letter shall prevail.

2.3 This Contract constitutes the entire agreement between the Parties relating to the Services and replaces all previous negotiations, agreements, understandings and representations whether oral or in writing. Any terms and conditions purported to be imposed by the Service Provider shall not be binding on the Council under any circumstances. Where the Service Provider appends its standard terms and conditions to any communication and/or invoice the Service Provider acknowledges that the Terms and Conditions in this Contract shall prevail.

2.4 Nothing in this Contract shall have the effect of making the Service Provider an agent, servant or employee of the Council.

2.5 The headings to these Terms and Conditions are for convenience only and will not affect construction or interpretation and reference to a clause shall be a reference to a clause of these Terms and Conditions unless explicitly stated otherwise.

2.6 Words denoting anyone’s gender include all genders and vice versa and the singular includes the plural and vice versa.

2.7 References to persons include individuals, partnerships, bodies corporate and unincorporated associations.

2.8 References to statutes or statutory provision shall be construed to include references to those statutes or provisions as amended or re-enacted from time to time. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

2.9 The words and phrases “other”, “including” and “in particular” shall not limit the generality of any preceding words.

2.10 References to “writing” or “written” excludes fax but not email.

## 3. THE SERVICES

3.1 The Service Provider shall provide the Services set out in the PO.

3.2 The Service Provider shall perform the Services:

- a) with reasonable skill, care and diligence;
- b) in accordance with best industry practice and using the best available techniques and British standards;
- c) in accordance with all applicable laws;
- d) using staff who have appropriate skills, qualifications and experience;
- e) using the appropriate number of staff; and
- f) to the reasonable satisfaction of the Council's Representative.

3.3 The Service Provider shall provide all equipment and materials necessary for the performance of the Services except as otherwise agreed in writing by the Council. All equipment and materials shall be at the Service Provider's risk.

3.4 All equipment and materials provided by the Service Provider shall be of a suitable quality and fit for the purpose for which they are provided.

3.5 The Service Provider shall ensure that it holds and that all its employees hold all relevant licences permits and authorisations to allow the lawful performance of the Services.

3.6 The Service Provider shall ensure that all approvals, certificates, authorisations, permissions, licences, permits, regulations and consents ("Necessary Consents") necessary from time to time for the performance of the Service including without limitation any specific requirements set out in the PO, are in place to provide the Services and the Council shall not (unless otherwise agreed in writing) incur any additional costs associated with obtaining, maintaining or complying with the same.

3.7 Where there is any conflict or inconsistency between the provisions of the Contract and the requirements of a Necessary Consent, then the latter shall prevail, provided that the Service Provider has made all reasonable attempts to obtain a Necessary Consent in line with the requirements of the Services.

## 4. TIME OF PERFORMANCE

4.1 The Service Provider shall carry out the Services for the period and/or in accordance with the timescales set out in the PO. In the event that the PO does not specify any timescales, the Service Provider shall comply with any reasonable timescales notified by the Council.

4.2 The Service Provider shall submit such programmes of work and progress reports as the Council may request from time to time.

4.3 The Service Provider shall notify the Council immediately if it becomes aware of any event that it believes is likely to delay or impede the performance of the Services.

4.4 In the event that the Service Provider fails to meet a date or dates set out in the PO or as specified by the Council, it shall, on the request of the Council, and without prejudice to the Council's other rights and remedies, arrange to provide all such additional resources as are necessary to fulfil its obligations under the terms of this Contract, at no additional cost to the Council.

## **5. REJECTION OF SERVICES**

5.1 The Council may at any time reject the Services or anything delivered as part of the Services which in the reasonable view of the Council does not comply with the Contract in any material way.

5.2 If the Council rejects all or part of the Services under clause 5.1 above, it shall serve notice on the Service Provider stating the reasons for such rejection.

5.3 Following receipt of a notice of rejection of the Services, the Service Provider shall have five (5) Business Days' (or such other period as the Parties may agree in writing) during which the Service Provider shall address the faults or failings which caused the notice of rejection to be issued.

5.4 If the Service Provider fails to correct the faults or failings which caused the notice of rejection to be issued to the reasonable satisfaction of the Council within five (5) Business Days', the Council shall be entitled to terminate this Contract or any part of the Services (in accordance with clause 18).

5.5 The Council may require the immediate removal from its premises of anything delivered by the Service Provider which, in the reasonable view of the Council, is hazardous, not fit for purpose or noxious. The Service Provider shall comply with any such request at its own expense.

## **6. SERVICE PROVIDER'S PERSONNEL**

6.1 The Service Provider shall make the Service Providers Representative available for the purposes of the Services and shall not make any changes to the Service Providers Representative without the prior written approval of the Council.

6.2 If and when requested by the Council, the Service Provider shall provide the Council with a list of the names of any person being used in the Services specifying, in each case, the capacities in which they are involved and giving such other particulars and evidence of identity and other supporting evidence as the Council may reasonably require.

6.3 The Service Provider shall comply with any notice reasonably given by the Council stating that a person named in the notice is not to be involved any further in the provision of the Services. The Service Provider shall replace any such person with someone of equivalent skills and qualifications.

6.4 The Council may terminate the Contract and recover from the Service Provider the amount of any loss resulting from such termination if under this Contract (or any other contract the Service Provider has):

(a) the Service Provider fails, to ensure provision of equality of treatment for anyone who shares a Protected Characteristic as defined in the Equality Act 2010 (whether it is on such grounds as maternity, gender, transgender, marital status, ethnicity, disability, age, religion and belief and sexual orientation or otherwise) in the provision of services and in the employment of its staff and sub-contractors; and/or

(b) the Service Provider unlawfully discriminates either directly or indirectly and does not comply with the obligations of the Equality Act 2010 and or any other relevant or equivalent legislation, or any statutory modification or re-enactment thereof.

6.5 In performing its obligations under the Contract, the Service Provider shall:

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

(b) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK;

(c) include in contracts with its direct subcontractors and Service Providers provisions which are at least as onerous as those set out in this clause;

(d) notify the Council as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Contract; and

(e) maintain a complete set of records to trace the supply chain of all Services provided to the Council in connection with this Contract; and permit the Council and its third-party representatives to inspect the Service Provider's premises, records, and to meet the Service Provider's personnel to audit the Service Provider's compliance with its obligations under this clause.

6.6 The Service Provider represents and warrants that at the (start date) of this Contract it has not been convicted of any offence involving slavery and human trafficking; nor has it been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.

## **7. SECURITY AND USE OF COUNCIL'S PREMISES**

7.1 Where the Services are being carried out at Premises that are owned or occupied by the Council the Service Provider shall:

a) comply and shall ensure that its staff, sub-contractors and agents comply with any rules or regulations applied by the Council in relation to security and health and safety requirements at the Premises;

b) comply with any notice given by the Council stating that a person named in the notice is to be removed from the Premises and/or not deployed any further in the provision of the Services. The Service Provider shall ensure that the person is replaced by someone of at least equivalent skills and qualifications. The decision of the Council on whether someone may be admitted to its Premises is final. The Service Provider shall bear the cost of complying with such a notice;

c) keep the Premises reasonably clean and tidy while the Services are being performed and shall leave them clean and tidy on completion;

d) pay the costs of making good any damage to the Premises (including any fixtures and fittings of the Premises) done by its employees, agents or sub-contractors other than fair wear and tear;

## **OXFORD CITY COUNCIL - TERMS AND CONDITIONS FOR SERVICES**

March 2026

- e) enter and/or occupy such Premises as a licensee; and
- f) co-operate with any other person, firm or company which is providing services to the Council at the same time as the Service Provider.

### **8. PAYMENT**

8.1 In consideration for the carrying out the Services in compliance with this Contract by the Service Provider the Council shall pay the Service Provider the Price.

8.2 The Service Provider shall submit an invoice for the Services to the Council's address specified for invoices given in the PO or as specified by the Council's Representative. The invoice shall contain the PO number, a description of the Services carried out and the Price payable.

8.3 The Council shall pay the Service Provider within thirty (30) days of receipt of undisputed invoices, for work completed to the satisfaction of the Council.

8.4 In addition to the Price, the Council shall pay the Service Provider (where lawfully due) a sum equivalent to any Value Added Tax chargeable in respect of the Services. Value Added Tax shall be shown as a separate item on the Service Provider's invoice.

### **9. RECOVERY OF SUMS DUE**

If any sum is recoverable from or payable by the Service Provider under the Contract, that sum may be deducted from any sum then due or which at a later date becomes due to the Service Provider under the Contract or under any other agreement with the Council.

### **10. AUDIT**

The Service Provider shall keep and maintain until six (6) years after the Contract has been completed, records to the satisfaction of the Council of all expenditures that are reimbursable by the Council. These records shall include records of the hours worked and costs incurred by the Service Provider or any employees of the Service Provider in connection with the Services. The Service Provider shall on request afford the Council or any person reasonably specified by the Council such access to those records as may be required by the Council in connection with the Contract.

### **11. FREEDOM OF INFORMATION/DATA PROTECTION/CYBER SECURITY**

The following definitions apply to this clause 11.

#### **Appropriate Security Safeguards:**

## OXFORD CITY COUNCIL - TERMS AND CONDITIONS FOR SERVICES

March 2026

administrative, physical, and technical safeguards (appropriate to the risk posed) with a view to protecting the data and network and information systems of the Council and the Service Provider from unauthorised access, acquisition, disclosure, destruction, alteration, accidental loss, misuse, or damage.

**Breach** means any actual or suspected unauthorised or unlawful access, acquisition, use, disclosure, loss, alteration, destruction, damage, or compromise of Personal Data, or any event that results in the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Council Data and or Personal Data, including any breach of the Service Provider's security measures that may impact the confidentiality, integrity, or availability of Personal Data.

**Council Data:** data which the Service Provider, or its representatives, process in connection with this Contract.

**Good Industry Practice:** in relation to any undertaking and any circumstances, the exercise of skill, diligence, prudence, foresight and judgement, and the making of any expenditure that would reasonably be expected from a skilled person engaged in the same type of undertaking under the same or similar circumstances.

**ICT Product:** an element or a group of elements of a network or information system.

**ICT Service:** a service consisting fully or mainly in the transmission, storing, retrieving or processing of information by means of network and information systems.

**Incident:** an event compromising The availability, authenticity, integrity or confidentiality of stored, transmitted or processed data, or of the services offered or accessible by a network and information system.

**Legal Security Requirement:** a requirement under legislation or common law relating to cyber security which is applicable to the Service Provider.

**Vulnerability:** a weakness, susceptibility or flaw of an ICT Product or an ICT Service that can be exploited.

11.1 The Service Provider acknowledges that the Council is subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR) and shall assist and co-operate with the Council (at the Service Provider's expense) to enable the Council to comply with information disclosure requirements under the FOIA or EIR.

11.2 The Council shall be responsible for determining at its absolute discretion whether any information in connection with this Contract is exempt from

disclosure in accordance with the provisions of the FOIA or the EIR and/or is to be disclosed in response to a request for information.

11.3 Where Data Protection Legislation imposes an obligation on either party to include provisions in this Contract relating to personal data, those provisions shall be deemed to be included within this Contract.

11.4 Notwithstanding the general obligation in clause 11.3, the Service Provider shall ensure it does not knowingly or negligently do or omit to do anything which places the Council in breach of the Council's obligations under the Data Protection Legislation.

11.5 The Service Provider shall implement and maintain appropriate technical and organisational measures to protect all Personal Data and Council Data held by either the Client or the Service Provider against unauthorised or unlawful access, use, disclosure, alteration, or destruction, and against accidental loss or damage due to this Contract. Such measures shall be in accordance with Good Industry Practice and comply with all applicable data protection and information security laws.

11.6 The Service Provider shall comply with at all times all laws, regulations and codes of conduct, standards, industry schemes and sanctions which apply to it and which relate to;

- a) the security of any ICT Products or ICT Services which it provides in connection with this Contract;
- b) the security of any network and information systems which provide such ICT Products or ICT Services;
- c) the security of any data which are processed by any of the above- mentioned; and
- d) any incident reporting or conformity assessment obligations related to any of the above-mentioned.

11.7 Without affecting its obligations under clause 11.6 the Service Provider warrants that, so far as it is aware no specific Legal Security Requirements are applicable to it other than those obligations which apply under general data protection legislation. Should this determination change, or should this warranty become false, the Service Provider shall immediately notify the Council. The Service Provider shall undertake any action reasonable requested by the Council to address the applicable Legal Security Requirements.

11.8 Without affecting the Service Providers' obligations under 11.6 the Service Provider shall, in accordance with Good Industry Practice, at all times, implement (and maintain and comply with) Appropriate Security Safeguards when designing, developing, implementing, providing or maintaining any ICT Product or ICT Service to be provided in connection with this Contract and performing its obligations or exercising its rights under this Contract.

11.9 The Service Provider shall all times in accordance with Good Industry Practice:

- a) continuously log and monitor all activities on its network and implement, operate, maintain, and comply with, an incident management, which shall enable the Service Provider, as a minimum, to proactively detect, prioritise and manage

## OXFORD CITY COUNCIL - TERMS AND CONDITIONS FOR SERVICES

March 2026

Incidents and Vulnerabilities, on a continuous basis, sufficient to meet its obligations under this clause;

- b) mitigate against all Incidents and Vulnerabilities;
- c) not introduce any Vulnerability into the Council's network and information systems or any ICT Products or ICT Services which it provides in connection with this Contract;
- d) take reasonable steps to preserve the integrity of any Council Data to prevent any corruption, compromise or loss of Council Data; and
- e) in the event of any loss or corruption to Council Data attributable to any default by or on behalf of the Service Provider, promptly restore that Council Data from the most recent backup copy at its own expense or, at the Council's option, promptly reimburse the Council for any reasonable expenses it incurs in having the Council Data restored by a third party.

11.10 The Service Provider warrants and represents that it has implemented, and will at all times maintain and comply with, a written and fully documented information security program (**WISP**) which includes appropriate policies, procedures, and risk assessments sufficient to ensure the confidentiality, integrity, and availability of its network and information systems (and those of its customers) and any data processed via such systems, in accordance with Good Industry Practice. The Service Provider warrants that it shall review the WISP and these measures at least annually and when significant Incidents or changes to its operations or risks occur. The Service Provider shall provide copies of the WISP and any policies referred to in it promptly on request by the Council.

11.11 The Service Provider warrants and represents that:

- a) each ICT Product and/or ICT Services provided in connection with this Contract has been designed, developed and implemented in accordance with Good Industry Practice and incorporates Appropriate Security Safeguards;
- b) it has conducted a cybersecurity risk assessment, in accordance with Good Industry Practice, covering all its core IT or operational technology environments and critical supply chains, within the last 12 months the results of which do not, as of the date of this Contract, reveal any material and unresolved:
  - i) Vulnerabilities;
  - ii) gaps in regulatory compliance;
  - iii) breaches of third party contract terms and conditions relating to security obligations;
  - iv) security practices not in accordance with Good Industry Practice;
- v) it has not suffered any Incident or Vulnerability within the last 12 months that has disrupted or compromised the operations of the Service Provider in any material respect; and
- vi) it has not been subject to any regulatory or third-party action, request, enforcement, litigation, claim, or dispute or complaint in connection with any Incident or Vulnerability within the last 12 months.

11.12 If the Service Provider becomes aware of any actual or suspected Breach Incident or Vulnerability affecting Personal Data or Council Data, the Service Provider shall:

- (a) notify the Client immediately;

(b) respond, without undue delay at the Service Provider's expense, to all queries and requests for information from the Council about any actual or suspected Breach, Incident or Vulnerability, whether discovered by the Service Provider or the Council;

(c) take all steps necessary to mitigate the effects of the Breach Incident or Vulnerability and prevent its recurrence; and

(d) cooperate fully with the Council and any supervisory authority in relation to the Incident or Vulnerability.

11.13 The Service Provider shall respond, without undue delay at the Service Provider's expense, to all queries and requests for information from the Council about any actual or suspected Breach Incident or Vulnerability, whether discovered by the Service Provider or the Council

11.14 The Service Provider shall indemnify and keep indemnified the Council against all losses, damages, liabilities, costs, claims, and expenses (including reasonable legal fees) arising out of or in connection with any Breach Incident or Vulnerability to the extent such Breach Incident or Vulnerability. is caused by the Council's failure to comply with this Contract, negligence, or failure to comply with applicable data protection or information security laws.

11.15 The Service Provider shall not be liable to the extent any Breach Incident or Vulnerability is caused by:

(a) the Council's own breach of this Contract;

(b) the Council's failure to implement reasonable security measures within its own environment; or

(c) instructions provided by the Council that the Service Provider could not reasonably comply with securely.

11.16 The Service Provider shall maintain adequate records, and, on the Council's request, make available such information as the Council may reasonably request, and supply copies of an applicable third party audit report provided in the previous twelve months to demonstrate its compliance with this schedule and the Legal Security Requirement.

## **12. HEALTH AND SAFETY**

12.1 The Service Provider shall notify the Council in writing of any health and safety hazards which may arise in connection with the performance of this Contract, and ensure compliance with health and safety legislation, as amended from time to time.

12.2 Where the Services are being carried out at land or premises owned or occupied by the Council, the Council shall notify the Service Provider of any health and safety hazards which may exist or arise at its premises and which may affect the Service Provider. The Service Provider shall draw these hazards to the attention of any of its employees, sub-contractors or agents who may be affected by them and instruct such persons in connection with any necessary safety measures.

### **13. CONFIDENTIALITY**

13.1 The Service Provider undertakes to keep secret and not to disclose and to procure that its employees, sub-contractors and agents keep secret and do not disclose any information of a confidential nature which it has obtained by reason of this Contract. Nothing in this clause applies to information which is already in the public domain or the possession of the Service Provider other than by reason of breach of this clause.

13.2 The provisions of this clause shall survive the termination of this Contract however that occurs.

### **14. INDEMNITY AND INSURANCE**

14.1 Without prejudice to any rights or remedies of the Council the Service Provider shall indemnify the Council against all actions, demands, losses, expenses and costs (including legal costs on a solicitor and client basis) which the Council may suffer or incur as a result of or in connection with any damage to property or any injury (whether fatal or otherwise) to any person which may result directly from any defect in the Services or any negligence or breach of this Contract by the Service Provider

14.2 The Service Provider warrants that it has in place with a reputable insurance company a policy or policies of insurance covering all the liabilities and indemnities under this Contract.

14.3 The Service Provider shall at its own cost maintain public liability insurance cover of not less than five million pounds (£5 million) with a reputable insurance company.

14.4 The Service Provider shall at its own cost effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover as is reasonable (including without limitation, any specific requirements set out in the PO) for delivery of the Services. The cover shall be in respect of all risks which may be incurred by the Service Provider, arising out of the Service Provider's performance of the Contract, including death or personal injury, loss of or damage to property or any other loss.

14.5 On request, the Service Provider shall give the Council, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the insurances are in place.

14.6 Where professional indemnity insurance is required the Service Provider shall continue to maintain such insurance with a reputable insurer for a period of three (3) years following completion of the Services.

14.7 The terms of any insurance or the amount of cover shall not relieve the Service Provider of any liabilities under this Contract.

14.8 Notwithstanding any other provision of this Contract neither Party limits or excludes its liability for fraud or fraudulent misrepresentation, death or personal

injury caused by its negligence, or any other act or omission, liability for which may not be limited under any applicable law.

## **15. VARIATION**

15.1 This Contract may not be varied or amended unless the variation or amendment is in writing, agreed and signed by both the Council and the Service Provider.

15.2 The price for any variation (if applicable) shall be the fair and reasonable price taking into account the market price available to the Council for similar services. The Service Provider shall supply the Council with all information necessary to allow the Council to ascertain whether the price is fair and reasonable.

15.3 These Terms and Conditions shall apply to any variation as if it were included in the original PO.

## **16. ASSIGNMENT OR SUB-CONTRACTING**

16.1 The Service Provider shall not assign, transfer or novate the Services or any part of the Contract.

16.2 The Service Provider shall not sub-contract the Services or any part of them without the prior written consent of the Council.

16.3 Sub-contracting of this Contract shall not in any way relieve the Service Provider of its obligations under the Contract.

16.4 Where consent is given by the Council for sub-contracting the Service Provider shall ensure that the sub-contractor has and maintains adequate insurance having regard to the obligations the sub-contractor is contracted to fulfil.

16.5 The Council shall be entitled to novate or transfer (and the Service Provider shall be deemed to consent to any such novation or transfer) the Contract to any other body which substantially performs any of the functions that previously had been performed by the Council.

## **17. RIGHTS OF THIRD PARTIES**

Unless explicitly stated in a clause of this Contract, this Contract shall not create any rights which are enforceable by anyone other than the Parties.

## **18. TERMINATION**

18.1 The Service Provider shall notify the Council in writing immediately upon the occurrence of any of the following events:

## **OXFORD CITY COUNCIL - TERMS AND CONDITIONS FOR SERVICES**

March 2026

- a) (where the Service Provider is an individual) if a petition is presented for the Service Provider's bankruptcy or the Service Provider makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignment for the benefit of creditors, or if an administrator is appointed to manage his affairs;
- b) (where the Service Provider is a firm; or a number of persons acting together in any capacity) if any event in (a) or (c) of this clause occurs in respect of any partner in the firm or any of those persons or a petition is presented for the Service Provider to be wound up as an unregistered company; or
- c) where the Service Provider is a company, if the company passes a resolution for winding-up or the court makes an administration order or a winding-up order, or the company makes a composition or arrangement with its creditors, or an administrative receiver, receiver or manager is appointed by a creditor or by the court, or possession is taken of any of its property under the terms of a floating charge.

18.2 The Council shall be entitled to terminate this Contract by notice to the Service Provider with immediate effect if:

- a) any of the events described in clause 18.1 occurs;
- b) the Service Provider has committed a material breach of this Contract and (if such breach is capable of remedy) has failed to remedy such breach within 5 Business Days of being required by the Council in writing to do so;
- c) the Service Provider repeatedly breaches any of the terms of this Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Contract; or
- d) (where the Service Provider is an individual), if they shall die or be adjudged Incapable of managing their affairs within the meaning of Part VII of the Mental Health Act 1983.

18.3 Notwithstanding clause 18.2 the Council shall be entitled to terminate this Contract at any time by giving to the Service Provider not less than 30 days notice to that effect.

18.4 The rights to terminate the Contract set out in this clause 18 are in addition to any other right to terminate set out elsewhere in this Contract.

18.5 Where this Contract provides for termination other than under clause 18 the exercise of such rights shall not be subject to the requirements of clause 18.

## **19. CONSEQUENCES OF TERMINATION**

19.1 On the expiry of the term or if this Contract is terminated in whole or in part for any reason the Service Provider shall co-operate fully with the Council to ensure an orderly migration of the Services to the Council or, at the Council's request, a replacement Service Provider.

19.2 On expiry or termination of this Contract the Service Provider shall procure that all data and other material belonging to the Council (and all media of any

nature containing information and data belonging to the Council or relating to the Services), shall be delivered to the Council forthwith.

19.3 On expiry or termination of this Contract the Service Provider shall collect any equipment and or materials on the Premises placed there by the Service Provider as part of the Services, and the title of said equipment and or materials has not transferred to the Council.

19.4 Where the Contract is terminated due to the Service Provider defaulting, the Service Provider shall be liable for any costs incurred by the Council in finding a substitute Service Provider to deliver the Services whether incurred before or after the termination of the Contract.

### **20. NOTICES**

20.1 Any notice or other communication given under or pursuant to this Contract must be given in writing and must be sent by first class post and must be sent to the address for communications given in the Acceptance Letter (which may be altered at any time by the altering Party giving the other Party fifteen (15) days' notice of a changed address).

20.2 A notice or communication shall be deemed to have been received two (2) Business Days after posting.

### **21. GOVERNING LAW**

This Contract shall be governed by and construed in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

### **22. BRIBERY AND CORRUPTION**

The Council may terminate the Contract and recover from the Service Provider the amount of any loss resulting from such termination:

- a) If the Service Provider 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 so doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution 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 other contract with the Council; or
- b) If the like acts shall have been done by any person in the employ or on behalf of the Service Provider (whether with or without the Service Provider's knowledge); or
- c) If in relation to any contract with the Council the Service Provider or any person in the employ of or acting on the Service Provider's behalf shall have committed any offence under the Bribery Act 2010, or shall have given any fee or

reward the receipt of which is an offence under Section 117 of the Local Government Act 1972.

### **23. SEVERANCE**

23.1 If any provision of this Contract shall be found by any court or body or authority of competent jurisdiction to be invalid or unenforceable, that provision shall be severed from the remainder of the Contract which shall remain in full force and effect to the extent permitted by law.

23.2 If any provision of this Contract is found to be invalid or unenforceable but would be valid or enforceable if some part of the provision was deleted, the provision in question shall apply with any necessary modifications to make it valid.

### **24. WAIVER**

No forbearance or delay by either Party in enforcing its respective rights will prejudice or restrict the rights of that Party, and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or of any later breach. In particular, but without limitation to the generality of the foregoing, any prior acceptance or approval communicated by the Council to the Service Provider in respect of the Services or any omission on the part of the Council to communicate such prior acceptance or approval shall not relieve the Service Provider of its obligations to deliver the Services in accordance with the provisions of this Contract.

### **25. RIGHTS & REMEDIES**

Subject to the specific limitations set out in this Contract, no remedy conferred by any provision of this Contract is intended to be exclusive of any other remedy except as expressly provided for in this Contract and each and every remedy shall be cumulative and shall be in addition to every other remedy given thereunder or existing at law or in equity by statute or otherwise.

### **26. SURVIVAL**

Any provision of this Contract which expressly or by implication is intended to come into or continue in force on or after termination of this Contract including but not limited to clauses 10, 13, 14.1, 14.6, 14.8, and 21 shall remain in full force and effect.

## **27. PUBLICITY**

The Service Provider shall not make any press announcements or publicise this Contract or its contents in any way or use the Council's name or brand in any promotion or marketing or announcement of orders, without the prior written consent of the Council.

## **28. INTELLECTUAL PROPERTY**

28.1 The intellectual property rights (including the copyright) in any reports, documentation or materials produced as part of the Services are hereby assigned to and shall vest in the Council. This clause shall survive the termination of this Contract.

28.2 Save where the Services uses documents and materials supplied by the Council, the Service Provider warrants that none of the documentation and materials used or created as part of the Services shall infringe any patent, trademark, registered design, copyright or other rights in industrial property of any third party.

28.3 The Service Provider shall indemnify the Council against all actions, demands, charges, expenses and costs (including legal costs on a solicitor and Council basis) which the Council may incur as a result of or in connection with any breach of clause 28.2.

## **29. TUPE**

29.1 Where Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) does apply the Service Provider agrees that it shall comply with all of its obligations under TUPE and the Acquired Rights Directive as applicable.

29.2 The Service Provider agrees to indemnify the Council against any claim howsoever arising from the application of TUPE or the Acquired Rights Directive.

29.3 During the term of this Contract, the Service Provider shall, on request by the Council, provide the Council within ten (10) Business Days, accurate and complete information as is necessary to allow bidders to assess the application of TUPE. The Service Provider shall warrant the accuracy of all the information provided to the Council and authorises the Council to use any and all of the information as it may consider necessary for the purposes of its business or as part of the procurement exercise. The Service Provider shall indemnify the Council against any financial losses arising from any differential between the information disclosed and the actual position should the Council suffer any extra cost or loss by relying on the information provided.]

## **30. PENSIONS**

30.1 The Service Provider shall ensure that all transferring employees who were originally employed by the Council are offered membership of the pension scheme of which they were, or were eligible to be, members of prior to the

## **OXFORD CITY COUNCIL - TERMS AND CONDITIONS FOR SERVICES**

March 2026

relevant transfer date under this Contract, or are afforded pension rights which are certified by the Government actuary department or by a professionally qualified actuary as being broadly comparable to the terms of the pension scheme of which they were, or were eligible to be, members of prior to the relevant transfer under this Contract.

30.2 Transferring employees may in their own right enforce clause 30, even though they are not party to this Contract. This does not extend to any other clause in this Contract.]

### **31. OXFORD LIVING WAGE**

As the Service Provider, you shall commit to paying your employees (including those of any subcontractors) engaged in delivering this Contract not less than the Oxford Living Wage or the Living Wage Foundation rate, as defined and the figure updated from time to time online, for the duration of the Contract, and upon request, the Service Provider must provide reasonable evidence of compliance. Failure to meet this obligation constitutes a material breach of contract.

31.2 For the purpose of clause 31 Oxford Living Wage means the rate identified on the Oxford City Council Website.