

DATED

2026

**FRAMEWORK AGREEMENT FOR THE PROVISION OF
WORKS TO LEASEHOLD PROPERTIES**

between

OXFORD CITY COUNCIL

and

[CONTRACTOR]

CONTENTS

CLAUSE

1. Definitions and interpretation	3
2. Term of Framework Agreement.....	10
3. Scope of Framework Agreement.....	10
4. Award procedures	10
5. Contract performance and precedence of documents	13
6. Prices for Works	13
7. Warranties and representations	14
8. Pre-requisites	15
9. Reporting and meetings	16
10. Records and audit access	16
11. Confidentiality	17
12. Not Used	18
13. Data protection	18
14. Freedom of information	20
15. Publicity	21
16. Guarantee	21
17. Termination.....	21
18. Suspension of Contractor's appointment.....	25
19. Consequences of termination and expiry	25
20. Complaints handling and resolution.....	26
21. Dispute resolution.....	26
22. Prevention of bribery	27
23. Subcontracting and assignment	28
24. Variations to Framework Agreement.....	29
25. Third party rights.....	29
26. Severance	30
27. Rights and remedies.....	30
28. Interest	30
29. Waiver	30
30. Entire agreement.....	30
31. Notices	31

32.	Governing law and jurisdiction.....	32
33.	Contractor environmental obligations	32
34.	Exclusions	33

SCHEDULE

Schedule 1	Works and Lots	36
Part 1	Works.....	36
Part 2	Contractor's Lots	39
Schedule 2	Lots and Award Criteria	40
Part 1	Not Used	41
Part 2	Competed Works Award Criteria	41
Schedule 3	Not Used	42
Schedule 4	Not Used	43
Schedule 5	Call-off Terms and Conditions	44
Schedule 6	Contract management.....	45
Schedule 7	Framework Agreement Variation Procedure.....	55
Schedule 8	Data processing	57

Parties

- (1) **OXFORD CITY COUNCIL** whose principal place of business is at Town Hall, St Aldate's, Oxford, OX1 1BX (**Authority**)
- (2) [**CONTRACTOR**] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (**Contractor**)

BACKGROUND

- (A) The Authority placed a tender notice [REFERENCE] on [DATE] on the central digital platform of the Find a Tender Service website seeking expressions of interest from potential contractors for the provision of Works (divided into Lots) under a framework agreement.
- (B) Following receipt of expressions of interest, the Authority invited potential contractors (including the Contractor) on [DATE] to tender for the provision of works to leasehold properties.
- (C) On the basis of the Contractor's Tender, the Authority selected the Contractor to enter a framework agreement to provide the Works in accordance with this Framework Agreement and any Contract pursuant to an Order under the Framework Agreement.
- (D) This Framework Agreement sets out the procedure for ordering Works, the main terms and conditions for the provision of the Works and the obligations of the Contractor under this Framework Agreement.
- (E) It is the Parties' intention that the Customer has no obligation to place Orders with the Contractor under this Framework Agreement or at all.

Agreed terms

1. Definitions and interpretation

- 1.1 The definitions and rules of interpretation in this clause apply in this Framework Agreement.

Approval: means the prior written approval of the Authority.

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

Auditor: means the Authority's internal and external auditors, including the Authority's statutory or regulatory auditors, the Comptroller and Auditor General,

their staff or any appointed representatives of the National Audit Office, HM Treasury or the Cabinet Office, any party formally appointed by the Authority to carry out audit or similar review functions and the successors or assigns of any Auditor.

Authorised Representative: means the persons respectively designated as such by the Authority and the Contractor, the first such persons being set out in clause 31.

Call-off Terms and Conditions: means the relevant JCT terms and conditions as detailed in Schedule 5.

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

Commencement Date: means [DATE].

Competed Works: means the competed works set out in Part 1 of Schedule 1.

Competed Works Award Criteria: means the award criteria to be applied to Supplemental Tenders received through mini-competitions held for the award of Contracts for Competed Works as set out in Schedule 2.

Complaint: means any formal complaint raised by the Customer in relation to the Contractor's performance under the Framework Agreement or under any Contract in accordance with clause 20.

Confidential Information: means any information of either Party, however it is conveyed, that relates to the business, assets, affairs, developments, trade secrets, operations, processes, product information, know-how, designs or software, personnel and customers, clients, Contractors of the Parties, including Personal Data, Intellectual Property Rights, together with all information derived from the above, any information developed by the Parties in the course of carrying out this agreement, the terms of this agreement and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential.

Contract: means a legally binding agreement (made pursuant to the provisions of this Framework Agreement) for the provision of Works made between the Customer and the Contractor comprising the relevant JCT Contract 2024 and schedule of amendments (as may be amended pursuant to clause 4.3).

Contractor's Lots: means the lots to which the Contractor has been appointed under this Framework Agreement as set out in Schedule 1

Contractor Personnel: means all employees, staff, other workers, agents and consultants of the Contractor and of any Subcontractors who are engaged in the provision of the Works from time to time.

Controller: as defined in the Data Protection Legislation.

Customer: means the Authority and references to “Employer” in the Contract (and this Framework Agreement) shall have the same meaning.

Default: means any breach of the obligations of the relevant Party under the Framework Agreement or any Contract or any other default, act, omission, negligence or negligent statement of the relevant Party or the Staff in connection with or in relation to the subject matter of the Contract and in respect of which such Party is liable to the other.

Data Protection Legislation: 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.

Domestic Law: the law of the United Kingdom or a part of the United Kingdom.

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

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

Framework Agreement: means this agreement and all schedules, appendices, and documents attached and/or referred to in this Framework Agreement and as varied from time to time.

Framework Agreement Variation Procedure: means the procedure set out in Schedule 7.

Framework Providers: means the Contractor and other contractors appointed as framework providers under this Framework Agreement.

Framework Year: means any 12-month period starting on the Commencement Date and on each anniversary of the Commencement Date.

GHG emissions: means emissions of the greenhouse gases listed at Annex A of the 1998 Kyoto Protocol to the United Nations Framework Convention on Climate Change, as may be amended from time to time including carbon dioxide (CO₂), methane (CH₄), nitrous oxide (N₂O), nitrogen trifluoride (NF₃),

hydrofluorocarbons, perfluorocarbons, and sulphur hexafluoride (SF6), each expressed as a total in units of carbon dioxide equivalent.

Guarantee: means the deed of guarantee that may be required under a Contract in favour of the Customer (which shall be in a form that is determined by and acceptable to the Customer).

Guarantor: means the guarantor of the Contractor as detailed in the Guarantee under the Contract (if required).

Guidance: means any guidance issued or updated by the UK government from time to time in relation to the Regulations.

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

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Law: the laws of England and Wales and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the provision of the Works or with which the Contractor is bound to comply.

Leaseholders: the residents of Properties that own the Leasehold title.

Lots: means the Works divided into lots as referred to in the Tender Notice and set out in Schedule 1.

Management Information: means any data and reports required to monitor performance under this Agreement or any Contract, as detailed in Schedule 6 or as reasonably requested by the Council.

Month: means a calendar month.

Order: means an order for Works sent by the Customer to the Contractor in accordance with the award procedures in clause 4.

Parent Company: means any company which is the ultimate Holding Company of the Contractor and which is either responsible directly or indirectly for the business activities of the Contractor or which is engaged in the same or similar business to the Contractor. **Holding Company:** shall have the meaning ascribed by section

1159 of the Companies Act 2006 or any statutory re-enactment or amendment thereto.

Parties/Party: means the Authority and/or the Contractor as applicable.

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

Processor: as defined in the Data Protection Legislation.

Properties: the buildings owned by the Customer to which the Works are required.

Prohibited Act: the following constitute Prohibited Acts:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage as an inducement or reward for any improper performance of a relevant function or activity;
- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Framework Agreement;
- (c) committing any offence:
 - (i) under the Bribery Act 2010;
 - (ii) under legislation creating offences concerning fraudulent acts relating to this Framework Agreement or any other contract with the Authority;
 - (iii) at common law concerning fraudulent acts relating to this Framework Agreement or any other contract with the Authority; or
 - (iv) of defrauding attempting to defraud or conspiring to defraud the Authority (including offences by the Contractor under Part 3 of the Criminal Finances Act 2017).
- (d) any activity, practice or conduct which would constitute one of the offences listed under (c) if such activity, practice or conduct had been carried out in the UK.

PSQ Response: means the response to the procurement specific questionnaire submitted by the Contractor to the Authority on [DATE].

Regulations: means the Procurement Act 2023 and the Procurement Regulations 2024.

Regulatory Bodies: means those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to

regulate, investigate, or influence the matters dealt with in this Framework Agreement or any other affairs of the Authority.

Relevant Requirements: all applicable law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010.

Retail Price Index: a measure of inflation published by the Office for National Statistics (ONS).

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

Schedule of Rates: means version 8 of the M3 National Housing Federation schedule of rates (M3NHF SoR), being a standardised priced schedule of works for public sector housing repairs and maintenance.

Staff: means all persons employed by the Contractor together with the Contractor's servants, agents, contractors and Subcontractors used in the performance of its obligations under this Framework Agreement or any Contracts.

Subcontract: any contract between the Contractor and a third party pursuant to which the Contractor agrees to source the provision of any of the Works from that third party.

Subcontractor: the contractors that enter into a Subcontract with the Contractor.

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

Sustainability report: the report to be submitted to the Authority by the Contractor in accordance with clause 33.4.

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

Tender Notice: means the tender notice published on the central digital platform of the Find a Tender website in accordance with the Regulations.

Term: means the four year period commencing on the Commencement Date and ending on [DATE] or on earlier termination of this Framework Agreement.

Termination Date: means the date of expiry or termination of this Framework Agreement.

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

Working Days: means any day other than a Saturday, Sunday or public holiday in England and Wales.

Works: means the works to leasehold properties as detailed in Schedule 1.

Year: means a calendar year.

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

- (a) words importing the singular meaning include where the context so admits the plural meaning and vice versa;
- (b) words importing the masculine include the feminine and the neuter;
- (c) the words “include”, “includes” and “including” are to be construed as if they were immediately followed by the words “without limitation”;
- (d) references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees.
- (e) reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established;
- (f) unless expressly provided otherwise in this agreement, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted and includes any subordinate legislation made under it, in each case from time to time;
- (g) headings are included in this Framework Agreement for ease of reference only and shall not affect the interpretation or construction of this Framework Agreement;
- (h) the Schedules form part of this Framework Agreement and shall have effect as if set out in full in the body of this Framework Agreement and any reference to this Framework Agreement shall include the Schedules;
- (i) references in this Framework Agreement to any clause or sub-clause or Schedule without further designation shall be construed as a reference to the clause or sub-clause or Schedule to this Framework Agreement so numbered;
- (j) references in this Framework Agreement to any paragraph or sub-paragraph without further designation shall be construed as a reference to the paragraph or sub-paragraph of the relevant Schedule to this Framework Agreement so numbered; and
- (k) reference to a clause is a reference to the whole of that clause unless stated otherwise;
- (l) reference to writing or written excludes fax [and email OR but not email];
- (m) any obligation on a Party not to do something includes an obligation not to allow that thing to be done.

Part one: framework arrangements and award procedure

2. Term of Framework Agreement

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

3. Scope of Framework Agreement

- 3.1 This Framework Agreement governs the relationship between the Authority and the Contractor in respect of the provision of the Works by the Contractor to the Customer.
- 3.2 The Authority appoints the Contractor as a Framework Provider of the Works and the Contractor shall be eligible to receive Orders for such Works from the Customer during the Term.
- 3.3 The Customer may at their absolute discretion and from time to time order Works from the Contractor in accordance with the ordering procedure set out in clause 4 during the Term. If there is a conflict between clause 4 and the Regulations, the Regulations shall take precedence.
- 3.4 If and to the extent that any Works under this Framework Agreement are required the Customer shall:
 - (a) enter into a contract with the Contractor for the Works required in accordance with the terms of the relevant Contract; and
 - (b) comply with the ordering procedure in clause 4.
- 3.5 The Contractor acknowledges that, in entering this Framework Agreement, no form of exclusivity or volume guarantee has been granted by the Customer for the Works and that the Customer is at all times entitled to enter into other contracts and arrangements with other Contractors for the provision of any or all Works which are the same as or similar to the Works.

4. Award procedures

Awards under the Framework Agreement

- 4.1 If the Customer decides to source Works through the Framework Agreement then it may satisfy its requirements for Competed Works by awarding a Contract following a mini-competition conducted in accordance with the requirements of clause 4.3.

- 4.2 The Contractor acknowledges that the Customer is required to comply with its statutory obligations to the Leaseholders, as the freeholder owner and landlord of the Properties, and agrees to provide the Customer with such information and assistance as the Customer may reasonably request (at no cost) throughout the mini-competition process to award any Competed Works under this clause 4 or as may be reasonably required under the Framework or any Contract.

Competed Works (awards following mini-competitions)

- 4.3 The Customer ordering Competed Works under the Framework Agreement shall:
- (a) identify the relevant Lot(s) that its Competed Works requirements fall into;
 - (b) identify the Framework Providers capable of performing the Contract for the Competed Works requirements;
 - (c) supplement and refine the Call-off Terms and Conditions only to the extent permitted by and in accordance with the requirements of the Regulations and Guidance;
 - (d) invite tenders by conducting a mini-competition for its Competed Works requirements in accordance with the Regulations and Guidance and in particular:
 - (i) consult in writing the Framework Providers capable of performing the Contract for the Competed Works requirements and invite them within a specified time limit to submit a Supplemental Tender;
 - (ii) set a time limit for the receipt by it of the Supplemental Tenders which takes into account factors such as the complexity of the subject matter of the Contract and the time needed to submit tenders; and
 - (iii) keep each Supplemental Tender confidential until the expiry of the time limit for the receipt by it of the Supplemental Tenders;
 - (e) apply the Competed Works Award Criteria to any compliant Supplemental Tenders submitted through the mini-competition; and
 - (f) subject to clause 4.5 place an Order with the successful Framework Provider.
- 4.4 The Contractor agrees that all Supplemental Tenders submitted by the Contractor in relation to a mini-competition held pursuant to this clause 4 shall remain open for acceptance until the statutory consultation period with any Leaseholders of the Properties, required under section 20 of the Landlord and Tenant Act 1985, has

been fully completed (or such other period specified in the invitation to tender issued by the Customer in accordance with this clause 4).

- 4.5 Notwithstanding the fact that the Customer has followed the procedure set out above for Competed Works, the Customer may cancel, postpone, delay or end the procedure without placing an Order for Works or awarding a Contract. Nothing in this Framework Agreement shall oblige the Customer to place any Order for Works.

Responsibility for awards

Form of Order

- 4.6 Following the mini-competition process carried out under clause 4.1 to clause 4.5, the Customer may place an Order with the Contractor by serving an award notice in writing to the Contractor (including e-mail or other online solutions).

Accepting and declining Orders

- 4.7 Following receipt of an Order under clause 4.6, the Contractor shall promptly and in any event within a reasonable period determined by the Customer and notified to the Contractor in writing at the same time as the submission of the Order (which in any event shall not exceed three Working Days) acknowledge receipt of the Order and either:
- (a) notify the Customer in writing and with detailed reasons that it is unable to fulfil the Order; or
 - (b) notify the Customer that it is able to fulfil the Order by signing and returning the Contract.
- 4.8 If the Contractor:
- (a) notifies the Customer that it is unable to fulfil an Order; or
 - (b) the time limit referred to in clause 4.7 has expired;

then the Order shall lapse and the Customer may then send that Order to the next highest ranking Framework Provider, repeating the process until the Order is fulfilled or there are no further Framework Providers qualified to fulfil it.

- 4.9 If the Contractor modifies or imposes conditions on the fulfilment of an Order, then the Customer may either:
- (a) reissue the Order incorporating the modifications or conditions; or

- (b) treat the Contractor's response as notification of its inability to fulfil the Order and the provisions of clause 4.8 shall apply.

4.10 The Parties acknowledge and agree that the placement of an Order is an "invitation to treat" by the Customer. Accordingly, the Contractor shall sign and return the Contract which shall constitute its offer to the Customer. The Customer shall signal its acceptance of the Contractor's offer and the formation of a Contract by counter-signing the Contract.

5. Contract performance and precedence of documents

5.1 The Contractor shall perform all Contracts entered into with the Customer in accordance with:

- (a) the requirements of this Framework Agreement; and
- (b) the terms and conditions of the respective Contracts.

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

- (a) the clauses of the Contract;
- (b) the terms of the Framework Agreement, the Schedules to the Framework Agreement, except Schedule 1, part 2, and the Contractor's tender for Competed Works;
- (c) any other document referred to in the clauses of the Contract; and
- (d) Schedule 1, part 2 of the Framework Agreement and the Contractor's tender for the Competed Works.

5.3 Where any further statutory consultations are required to be carried out by the Council with Leaseholders under any Contract, including task orders under a JCT Measured Term Contract, the Contractor agrees that any prices quoted for any requested task orders shall remain open until any required statutory consultation period with the Leaseholders of the Properties has been fully completed.

6. Prices for Works

6.1 The prices offered by the Contractor for Contracts to the Customer for Competed Works shall be based on the Schedule of Rates (as adjusted in accordance with the Contractor's Tender) which includes all costs of complying with the Contractor's obligations under this Framework Agreement and any Contract including preliminaries costs, central overheads and profit., and shall be tendered in

accordance with the requirements of the mini-competition held pursuant to clause 4.

- 6.2 The prices tendered by the Contractor under any mini-competition held pursuant to clause 4 shall not exceed, but can be less than, the prices contained in the Schedule of Rates.
- 6.3 Where the Customer requires the inclusion of Works that are not detailed within the Schedule of Rates, the Customer shall request a price from the Framework Providers in the mini-competition for Competed Works under clause 4 of the Agreement. Any such Works are to be priced on a comparable basis with existing items in the Schedule of Rates.
- 6.4 The Schedule of Rates are subject to revision on an annual basis with effect from each anniversary of the Commencement Date throughout the Term in line with the percentage increase in the Retail Price Index. Any increase shall be based on the Schedule of Rates each year and shall not be compounded annually.

Contractor's general framework obligations

7. Warranties and representations

- 7.1 The Contractor warrants and represents to the Authority that:
 - (a) it has full capacity and authority and all necessary consents (including, where its procedures so require, the consent of its Parent Company) to enter into and to perform its obligations under this Framework Agreement;
 - (b) this Framework Agreement is executed by a duly authorised representative of the Contractor;
 - (c) in entering into this Framework Agreement or any Contract, the Contractor, the Staff, Subcontractor(s) and Contractor Personnel have not committed any Prohibited Act;
 - (d) the Contractor, the Staff, Subcontractor(s) and Contractor Personnel have not been nor are subject to any investigation, inquiry or enforcement proceedings by a governmental, administrative or regulatory body regarding any Prohibited Act or alleged Prohibited Act;
 - (e) the Contractor, the Staff, Subcontractor(s) and Contractor Personnel have not been nor are listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement

programmes or other government contracts on the grounds of a Prohibited Act;

- (f) as at the Commencement Date, all information, statements and representations contained in the Tender and the PSQ Response are true, accurate and not misleading save as may have been specifically disclosed in writing to the Authority before the execution of this Framework Agreement and it will promptly advise the Authority of any fact, matter or circumstance of which it may become aware during the Term that would render any such information, statement or representation to be false or misleading;
- (g) no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets that will or might affect its ability to perform its obligations under this Framework Agreement and any Contract which may be entered into with the Authority;
- (h) it is not subject to any contractual obligation, compliance with which is likely to have an effect on its ability to perform its obligations under this Framework Agreement and any Contract;
- (i) no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Contractor or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Contractor's assets or revenue; and
- (j) it shall commit to paying its employees (including those of any Subcontractors) engaged in delivering Works under any Contract not less than the Oxford Living Wage or the Living Wage Foundation rate (as defined and updated from time to time) for the duration of any Contract, and upon request, the Contractor must provide reasonable evidence of compliance. Failure to meet this obligation constitutes a material breach of contract.

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

8. Pre-requisites

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

Contractor's information obligations

9. Reporting and meetings

- 9.1 The Contractor shall submit Management Information to the Authority throughout the Term.
- 9.2 The Authorised Representatives shall meet in accordance with the details set out in Schedule 6 and the Contractor shall, at each meeting, present any required Management Information in the format requested by the Council.
- 9.3 The Authority may make changes to the nature of the Management Information that the Contractor is required to supply and shall give the Contractor at least one month's written notice of any changes.

10. Records and audit access

- 10.1 The Contractor shall keep and maintain until six years after the date of termination or expiry (whichever is the earlier) of this Framework Agreement (or as long a period as may be agreed between the Parties), full and accurate records and accounts of the operation of this Framework Agreement including the Works provided under it, the Contracts entered into and the amounts paid thereunder.
- 10.2 The Contractor shall keep the records and accounts referred to in clause 10.1 above in accordance with good accountancy practice.
- 10.3 The Contractor shall afford the Authority or the Auditor (or both) access to such records and accounts as they may reasonably require from time to time.
- 10.4 The Contractor shall provide such records and accounts (together with copies of the Contractor's published accounts) during the Term and for a period of six years after expiry of the Term to the Authority and the Auditor.
- 10.5 The Authority shall use reasonable endeavours to ensure that the conduct of each Audit does not unreasonably disrupt the Contractor or delay the provision of the Works pursuant to the Contracts, save insofar as the Contractor accepts and acknowledges that control over the conduct of Audits carried out by the Auditor is outside of the control of the Authority.
- 10.6 Subject to the Authority's rights of confidentiality, the Contractor shall on demand provide the Auditor with all reasonable co-operation and assistance in relation to each Audit, including:
 - (a) all information requested by the Auditor within the scope of the Audit;

- (b) reasonable access to sites controlled by the Contractor and to equipment used in the provision of the Works; and
- (c) access to the Staff.

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

11. Confidentiality

11.1 Subject to clause 11.2, the Parties shall keep confidential the Confidential Information of the Parties and shall use all reasonable endeavours to prevent their employees, officers, representatives, contractors, subcontractors or advisers from making any disclosure to any person of any matters relating thereto.

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

- (a) required by any applicable law, a court of competent jurisdiction or regulatory authority, or to any disclosures required under the FOIA, the Environmental Information Regulations, or the Regulations, or which was available to the receiving party on a non-confidential basis before disclosure;
- (b) that is reasonably required by persons engaged by a Party in the performance of that Party's obligations under this Framework Agreement;
- (c) where a Party can demonstrate that such information is already generally available and in the public domain otherwise than as a result of a breach of clause 11.1;
- (d) by the Authority of any document to which it is a party and which the Parties to this Framework Agreement have agreed contains no Confidential Information;
- (e) to enable a determination to be made under clause 21;
- (f) which is already lawfully in the possession of the receiving party, prior to its disclosure by the disclosing party, and the disclosing party is not under any obligation of confidence in respect of that information;
- (g) by the Authority to any other department, office or agency of the government, provided that the Authority informs the recipient of any duty of confidence owed in respect of the information; and
- (h) by the Authority relating to this Framework Agreement and in respect of which the Contractor has given its prior written consent to disclosure.

11.3 The Parties shall not use the Confidential Information of the Parties for any purpose other than to exercise their rights and perform their obligations under or in connection with this Framework Agreement.

12. Not Used

13. Data protection

13.1 Both Parties will comply with all applicable requirements of the Data Protection Legislation. This clause 13 is in addition to, and does not relieve, remove or replace, a Party's obligations or rights under the Data Protection Legislation.

13.2 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Contractor is the Processor. Schedule 8 sets out the scope, nature and purpose of processing by the Contractor, the duration of the processing and the types of Personal Data and categories of Data Subject.

13.3 Without prejudice to the generality of clause 13.1, the Authority will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Contractor for the duration and purposes of this agreement.

13.4 Without prejudice to the generality of clause 13.1, the Contractor shall, in relation to any Personal Data processed in connection with the performance by the Contractor of its obligations under this agreement:

- (a) process that Personal Data only on the written instructions of the Authority (as set out in Schedule 8), unless the Contractor is required by Domestic Law to otherwise process the Personal Data. Where the Contractor is relying on Domestic Law as the basis for processing Personal Data, the Contractor shall promptly notify the Authority of this before performing the processing required by Domestic Law unless the Domestic Law prohibits the Contractor from so notifying the Authority;
- (b) ensure that it has in place appropriate technical and organisational measures (as defined in the Data Protection Legislation), reviewed and approved by the Authority, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and

Works, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- (c) not transfer any Personal Data outside of the UK unless the prior written consent of the Authority has been obtained and the following conditions are fulfilled:
 - (i) the Authority or the Contractor has provided appropriate safeguards in relation to the transfer;
 - (ii) the Data Subject has enforceable rights and effective remedies;
 - (iii) the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) the Contractor complies with the reasonable instructions notified to it in advance by the Authority with respect to the processing of the Personal Data.
- (d) notify the Authority immediately if it receives:
 - (i) a request from a Data Subject to have access to that person's Personal Data;
 - (ii) a request to rectify, block or erase any Personal Data;
 - (iii) any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation (including any communication from the Information Commissioner).
- (e) assist the Authority in responding to any request from a Data Subject and in ensuring compliance with the Authority's obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the Authority without undue delay on becoming aware of a Personal Data breach including without limitation any event that results, or may result, in unauthorised access, loss, destruction, or alteration of Personal Data in breach of this agreement;
- (g) at the written direction of the Authority, delete or return Personal Data and copies thereof to the Customer on termination or expiry of the agreement unless required by Domestic Law to store the Personal Data;
- (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 13 and allow for audits by the Authority or the Authority's designated auditor pursuant to clause 10 and immediately

inform the Customer if, in the opinion of the Contractor, an instruction infringes the Data Protection Legislation;

- (i) indemnify the Authority against any losses, damages, costs or expenses incurred by the Authority arising from, or in connection with, any breach of the Contractor's obligations under this clause 13.

13.5 Where the Contractor intends to engage a Subcontractor pursuant to clause 23 and intends for that Subcontractor to process any Personal Data relating to this agreement, it shall:

- (a) notify the Authority in writing of the intended processing by the Subcontractor;
- (b) obtain prior written consent from the Authority to the processing;
- (c) ensure that any Subcontract imposes obligations on the Subcontractor to give effect to the terms set out in this clause 13.

13.6 The Authority may, at any time on not less than 30 Working Days' written notice to the Contractor, revise this clause 13 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

13.7 The provisions of this clause shall apply during the continuance of this agreement and indefinitely after its expiry or termination.

14. Freedom of information

14.1 The Contractor acknowledges that the Authority is subject to the requirements of the FOIA, the EIRs, and the Regulations. The Contractor shall:

- (a) provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA, EIRs and the Regulations;
- (b) transfer to the Authority all Requests for Information relating to this Framework Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
- (c) provide the Authority with a copy of all Information belonging to the Authority requested in the Request for Information which is in its possession or control in the form that the Authority requires within 5 Working Days (or such other period as the Authority may reasonably specify) of the Authority's request for such Information; and

- (d) not respond directly to a Request for Information unless authorised in writing to do so by the Authority.

14.2 The Contractor acknowledges that the Authority may be required under the FOIA, EIRs, and the Regulations to disclose Information (including Confidential Information) without consulting or obtaining consent from the Contractor. The Authority shall take reasonable steps to notify the Contractor of a Request for Information (in accordance with the Cabinet Office's Freedom of Information Code of Practice issued under section 45 of FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Framework Agreement) the Authority shall be responsible for determining in its absolute discretion whether any Confidential Information and any other Information is exempt from disclosure in accordance with the FOIA, the EIRs, and the Regulations.

15. Publicity

- 15.1 Unless otherwise directed by the Authority, the Contractor shall not make any press announcements or publicise this Framework Agreement in any way without the Authority's prior written consent.
- 15.2 The Authority shall be entitled to publicise this Framework Agreement in accordance with any legal obligation on the Authority or otherwise, including any examination of this Framework Agreement by the Auditor.
- 15.3 The Contractor shall not do anything that may damage the reputation of the Authority or bring the Authority into disrepute.

16. Guarantee

The Contractor agrees and understands that the Customer may at any time request a Guarantee under a Contract, whereby the Contractor shall procure that the Guarantor shall:

- (a) execute and deliver to the Customer the Guarantee;
- (b) deliver to the Customer a certified copy extract of the board minutes of the Guarantor approving the execution of the Guarantee.

Framework Agreement termination and suspension

17. Termination

Termination on breach

17.1 Without affecting any other right or remedy available to it, the Authority may terminate the Framework Agreement by serving written notice on the Contractor with effect from the date specified in such notice:

- (a) where the Contractor commits a material breach and the Contractor has not remedied the material breach to the satisfaction of the Authority within 20 Working Days, or such other period as may be specified by the Authority, after issue of a written notice specifying the material breach and requesting it to be remedied;
- (b) where the Customer terminates a Contract awarded to the Contractor under this Framework Agreement as a consequence of a Default by the Contractor;
- (c) where any warranty given in clause 7 of this agreement is found to be untrue or misleading;
- (d) in accordance with section 78 and section 79 (where applicable) of the Procurement Act 2023, and provided that the requirements of section 78(7) of the Procurement Act 2023 have been met where:
 - (i) the Authority considers that the Contract was awarded or modified in material breach of the Regulations;
 - (ii) the Contractor has, since the award of the Contract, become an excluded supplier or excludable supplier (including by reference to an associated person) as set out in section 57 of the Procurement Act 2023 and further provided that the conditions in section 78(8) of the Procurement Act 2023 have been met; and/or
 - (iii) any Subcontractor in respect of which the Authority requested information under section 28(1)(a) of the Procurement Act 2023 in relation to the award of the Contract is an excluded supplier or excludable supplier as set out in section 57 of the Procurement Act 2023 and further provided that the conditions in section 78(3)(b) and 78(8) of the Procurement Act 2023 have been met; or
- (e) any Subcontractor that became a Subcontractor after the award of the Contract is an excluded supplier or excludable supplier as defined in section 57 of the Procurement Act 2023, provided that prior to exercising its right of termination under this clause 17.1(e), the Authority:
 - (i) has notified the Contractor of its intention to terminate under this clause, and why the Authority has decided to terminate the Contract;
 - (ii) has given the Contractor reasonable opportunity to make representations about whether this clause applies and the Authority's decision to terminate; and

- (iii) has given the Contractor a reasonable opportunity to end its Subcontract with the excluded or excludable supplier, and if necessary, find an alternative Subcontractor.

17.2 For the purposes of clause 17.1(a), a **material breach** means:

- (a) a breach of any of the obligations set out in clauses 4.4, 6 (Price), 7 (Warranties & representations), 8 (Reporting & meetings), 10 (Records & audit access), 11 (Confidentiality), 13 (Data protection), 14 (Freedom of information), and 22 (Prevention of bribery), 33 (Contractor environmental obligations); or
- (b) a breach that has a serious effect on the benefit the terminating party would otherwise derive from this agreement over any six-month period during its term.

Termination on insolvency and Change of Control

17.3 Without affecting any other right or remedy available to it, the Authority may terminate this agreement with immediate effect by giving [written] notice to the Contractor if:

- (a) the Contractor suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (IA 1986) as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986 OR (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the IA 1986 OR (being a partnership) has any partner to whom any of the foregoing apply;
- (b) the Contractor commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of the Contractor with one or more other companies or the solvent reconstruction of the Contractor;
- (c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Contractor (being a company, limited liability partnership or partnership) other than for the sole purpose of a scheme for a solvent amalgamation of the Contractor with one or more other companies or the solvent reconstruction of the Contractor;

- (d) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the Contractor (being a company, partnership or limited liability partnership), or the Contractor applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
- (e) the holder of a qualifying floating charge over the assets of the Contractor (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
- (f) a person becomes entitled to appoint a receiver over all or any of the assets of the Contractor or a receiver is appointed over all or any of the assets of the Contractor;
- (g) a creditor or encumbrancer of the Contractor attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Contractor's assets and such attachment or process is not discharged within 14 days;
- (h) any event occurs, or proceeding is taken, with respect to the Contractor in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 17.3(a) to clause 17.3(h) (inclusive); or
- (i) the Contractor suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

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

- (a) being notified that a Change of Control has occurred; or
- (b) where no notification has been made, the date that the Authority becomes aware of the Change of Control;

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

Termination by Authority for convenience

17.5 The Authority shall have the right to terminate this Framework Agreement with the Contractor, or to terminate the provision of any part of the Framework Agreement at any time by giving six (6) Months' written notice to the Contractor.

18. Suspension of Contractor's appointment

Without prejudice to the Authority's rights to terminate the Framework Agreement in clause 17, if a right to terminate this Framework Agreement arises in accordance with clause 17, the Authority may suspend the Contractor's right to receive Orders in any or all Contractor's Lots by giving notice in writing to the Contractor. If the Authority provides notice to the Contractor in accordance with this clause 18, the Contractor's appointment shall be suspended for the period set out in the notice or such other period notified to the Contractor by the Authority in writing from time to time.

19. Consequences of termination and expiry

- 19.1 Notwithstanding the service of a notice to terminate the Framework Agreement, the Contractor shall continue to fulfil its obligations under the Framework Agreement until the date of expiry or termination of the Framework Agreement or such other date as required under this clause 19.
- 19.2 Unless expressly stated to the contrary, the service of a notice to terminate the Framework Agreement shall not operate as a notice to terminate any Contract made under the Framework Agreement. Termination or expiry of the Framework Agreement shall not cause any Contracts to terminate automatically. For the avoidance of doubt, all Contracts shall remain in force unless and until they are terminated or expire in accordance with their own terms.
- 19.3 Within 30 Working Days of the date of termination or expiry of the Framework Agreement, the Contractor shall return or destroy at the request of the Authority any data, personal information relating to the Authority or its personnel or Confidential Information belonging to the Authority in the Contractor's possession, power or control, either in its then current format or in a format nominated by the Authority (in which event the Authority will reimburse the Contractor's reasonable data conversion expenses), together with all training manuals and other related documentation, and any other information and all copies thereof owned by the Authority, save that it may keep one copy of any such data or information for a period of up to 12 Months to comply with its obligations under the Framework Agreement, or such period as is necessary for such compliance, in either case as determined by the Authority.
- 19.4 Termination or expiry of this Framework Agreement shall be without prejudice to any rights, remedies or obligations of either Party accrued under this Framework Agreement before termination or expiry.

- 19.5 The provisions of clause 7, clause 10, clause 11, clause 13, clause 15, clause 19, clause 22, and clause 32 shall remain in full force and effect and survive the termination or expiry of the Framework Agreement, together with any other provision which is either expressed to or by implication is intended to survive termination.

20. Complaints handling and resolution

- 20.1 Within two Working Days of a request by the Authority, the Contractor shall provide full details of a Complaint to the Authority, including details of steps taken for its resolution.
- 20.2 Without prejudice to any rights and remedies that a complainant may have at Law, including under the Framework Agreement or a Contract, and without prejudice to any obligation of the Contractor to take remedial action under the provisions of the Framework Agreement or a Contract, the Contractor shall use its best endeavours to resolve the Complaint within ten Working Days and in so doing, shall deal with the Complaint fully, expeditiously and fairly.

21. Dispute resolution

- 21.1 If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it (Dispute) then except as expressly provided in this agreement, the Parties shall follow the procedure set out in this clause:
- (a) either Party shall give to the other written notice of the Dispute, setting out its nature and full particulars (Dispute Notice), together with relevant supporting documents. On service of the Dispute Notice, the [EMPLOYEE TITLE] of the Authority and [EMPLOYEE TITLE] of the Contractor shall attempt in good faith to resolve the Dispute;
 - (b) if the [EMPLOYEE TITLE] of the Authority and [EMPLOYEE TITLE] of the Contractor are for any reason unable to resolve the Dispute within 30 Working Days of service of the Dispute Notice, the Dispute shall be referred to the [SENIOR OFFICER TITLE] of the Authority and [SENIOR OFFICER TITLE] of the Contractor who shall attempt in good faith to resolve it;
 - (c) if the [SENIOR OFFICER TITLE] of the Authority and [SENIOR OFFICER TITLE] of the Contractor are for any reason unable to resolve the Dispute within 30 Working Days of it being referred to them, the Parties agree to enter into mediation in good faith to settle the dispute in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the Parties within ten Working Days of service of the Dispute Notice, the mediator will be nominated by CEDR. To initiate the mediation, a Party

must give notice in writing (ADR notice) to the other Party to the Dispute, referring the dispute to mediation. A copy of the ADR notice should be sent to CEDR;

- (d) if there is any point on the logistical arrangements of the mediation, other than nomination of the mediator, upon which the Parties cannot agree within ten Working Days from the date of the ADR notice, where appropriate, in conjunction with the mediator, CEDR will be requested to decide that point for the Parties having consulted with them; and
- (e) unless otherwise agreed between the Parties, the mediation will start not later than ten Working Days after the date of the ADR notice.

21.2 No Party may commence any court or arbitration proceedings in relation to the whole or part of the Dispute until it has attempted to settle the Dispute by mediation and either the mediation has terminated or the other Party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.

21.3 If for any reason the Dispute is not resolved within 30 Working Days of commencement of the mediation, the Dispute shall be referred to and finally resolved by the courts of England and Wales in accordance with clause 32.

General provisions

22. Prevention of bribery

22.1 The Contractor shall (and shall procure that the Staff, Subcontractor(s) and Contractor Personnel shall):

- (a) not, in connection with this Framework Agreement and any Contract made under it, commit a Prohibited Act;
- (b) not do, suffer or omit to do anything that would cause the Authority or the Staff, Subcontractor(s) and Contractor Personnel to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements;
- (c) comply with the Authority's Anti-Bribery and Anti-Corruption Policy as updated from time to time;
- (d) notify the Authority (in writing) if it becomes aware of any breach of clause 22.1(a) or clause 22.1(b), or has reason to believe that it or any person associated with it has received a request or demand for any undue financial or other advantage in connection with performance of this Framework Agreement and any Contract made under it.

- 22.2 The Contractor shall maintain appropriate and up to date records showing all payments made by the Contractor in connection with this Framework Agreement and any Contract made under it and the steps taken to comply with its obligations under clause 22.1.
- 22.3 The Contractor shall allow the Authority and its Auditor to audit any of the Contractor's records and any other relevant documentation in accordance with clause 10.
- 22.4 If the Contractor, the Staff, Subcontractor(s) or Contractor Personnel breaches this clause 22, the Authority may by notice:
- (a) require the Contractor to remove from performance of this Framework Agreement and any Contract made under it any Staff, Subcontractor(s) or Contractor Personnel whose acts or omissions have caused the breach; or
 - (b) immediately terminate this Framework Agreement and any Contract made under it.
- 22.5 Any notice served by the Authority under clause 22.4 shall specify the nature of the Prohibited Act, the identity of the party who the Authority believes has committed the Prohibited Act and the action that the Authority have elected to take (including, where relevant, the date on which this Framework Agreement and any Contract made under it shall terminate).
- 22.6 Despite clause 21, any dispute relating to:
- (a) the interpretation of this clause 22; or
 - (b) the amount or value of any gift, consideration or commission,
- shall be determined by the Authority and its decision shall be final binding and conclusive.
- 22.7 Any termination under this clause 22 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Customer.

23. Subcontracting and assignment

- 23.1 The Contractor shall not Subcontract the whole or any part of its obligations under this Framework Agreement except with the express prior written consent of the Authority.
- 23.2 In the event the Council consents to the Subcontract under clause 23.1, the Contractor shall:

- (a) remain responsible to the Authority for the performance of its obligations under the Framework Agreement (and for the Customer in respect of the Contract) notwithstanding the appointment of any Subcontractor and be responsible for the acts, omissions and neglects of its Subcontractors;
- (b) ensure it contracts with the Subcontractor under the relevant JCT Subcontract 2024 that has been used for the Contract and shall procure that the sub-contractor complies with such terms; and
- (c) provide a copy, at no charge to the Authority, of any such Subcontract on receipt of a request for such by the Authority's Authorised Representative.

23.3 The Supplier shall ensure that it does not any time during the Term enter into a Subcontract with any contractor or supplier that is:

- (a) on the debarment list on the basis of a mandatory exclusion ground within the meaning of the Regulations; or
- (b) on the debarment list on the basis of a discretionary exclusion ground within the meaning of the Regulations, unless the Contractor has obtained the Authority's prior written consent to the appointment of the relevant proposed Subcontractor.

23.4 Subject to clause 23.5 neither Party shall be entitled to assign, novate, transfer, mortgage, charge or otherwise deal in any other manner with or dispose of any or all of its rights and obligations under this Framework Agreement without the prior written consent of the other Party.

23.5 The Authority shall be entitled to novate the Framework Agreement to any other body which substantially performs any of the functions that previously had been performed by the Authority, including in respect of the Government's Local Government Reorganisation.

24. Variations to Framework Agreement

Any variations to the Framework Agreement must be made only in accordance with the Framework Agreement Variation Procedure set out in Schedule 7.

25. Third party rights

25.1 Unless it expressly states otherwise and except as provided in clause 3, clause 4 and clause 7.1, this Framework Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

26. Severance

- 26.1 If any provision or part-provision of this Framework Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Framework Agreement.
- 26.2 If any provision or part-provision of this Framework Agreement is deemed invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

27. Rights and remedies

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

28. Interest

- 28.1 Each Party shall pay interest on any sum due under this Framework Agreement, calculated as follows:
- (a) Rate: 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
 - (b) Period: From when the overdue sum became due, until it is paid.

29. Waiver

- 29.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 29.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

30. Entire agreement

- 30.1 This Framework Agreement, the schedules and the documents annexed to it or otherwise referred to in it constitutes the entire agreement between the Parties and supersedes and extinguishes all previous and contemporaneous agreements,

promises, assurances and understandings between them, whether written or oral, relating to its subject matter.

- 30.2 Each Party acknowledges that in entering into this Framework Agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Framework Agreement.
- 30.3 Each Party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Framework Agreement.
- 30.4 Nothing in this clause shall limit or exclude any liability for fraud.

31. Notices

- 31.1 A notice given to a Party under or in connection with this Framework Agreement shall be in writing and sent to the Party at the address or email address given in this agreement or as otherwise notified in writing to the other Party.
- 31.2 This clause 31.2 sets out the delivery methods for sending a notice to a Party under this Framework Agreement and, for each delivery method, the date and time when the notice is deemed to have been received:
 - (a) if delivered by hand, at the time the notice is left at the address;
 - (b) if sent by pre-paid first class post or other next Working Day delivery service, at 9.00am on the second Working Day after posting;
 - (c) if sent by email, at the time of transmission.
- 31.3 If deemed receipt under clause 31.2 would occur outside business hours in the place of receipt, it shall be deferred until business hours resume. Business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 31.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 31.5 For the purposes of clause 31.1, the address of each Party shall be:
 - (a) For the Authority:
[NAME OF REPRESENTATIVE]

Address: Oxford City Council,

For the attention of: [POSITION OF CONTACT]

Email address: [EMAIL ADDRESS]

(b) For the Contractor:

[NAME OF REPRESENTATIVE]

Address: [ADDRESS]

For the attention of: [POSITION OF CONTACT]

Email address: [EMAIL ADDRESS]

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

32. Governing law and jurisdiction

32.1 This Framework Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

32.2 Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Framework Agreement or its subject matter or formation (including non-contractual disputes or claims).

33. Contractor environmental obligations

33.1 The Contractor shall ensure that:

- (a) its operations comply with all applicable environmental Law, including in relation to waste disposal, GHG emissions and the handling of hazardous and toxic materials;
- (b) the goods it manufactures (including the inputs and components that it incorporates into its goods) comply with environmental Law;
- (c) it will only use packaging materials that comply with applicable environmental Law.

33.2 The Contractor shall have in place a suitable environmental management system for managing its environmental risks, which as a minimum must:

- (a) assess the environmental impact of all past, current and future operations;

- (b) specify steps to continuously improve environmental performance, and reduce pollution, emissions and waste;
- (c) specify measures to reduce the use of all raw materials, energy and supplies;
- (d) require Contractor Personnel to be trained in environmental matters.

33.3 The Contractor shall, in performing its obligations under this agreement:

- (a) comply with any environmental related KPIs in Schedule 1 Part 1;
- (b) minimise the release of GHG emissions, air pollutants and other substances damaging to health and the environment in providing the Works taking into account factors including the locations from which materials are sourced, transport of materials, work-related travel by Contractor Personnel, emissions from Contractor offices and equipment.

33.4 On each anniversary of the Commencement Date, the Contractor shall complete and submit to the Authority a Sustainability Report in relation to the Works being provided, which shall contain information on:

- (a) the Contractor's GHG emissions using the most recent government conversion factors for greenhouse gas reporting;
- (b) the Contractor's water use (in metres cubed);
- (c) the Contractor's energy consumption relating to assets used at Authority premises or other locations;
- (d) transport use (and resulting GHG emissions) for goods delivered to, or Contractor Personnel travel to, Authority premises or other Authority locations;
- (e) the volume of waste produced at Authority premises or other locations that relate to the provision of the Works; and
- (f) the overall sustainability impact of the Works, including improvements identified by the Contractor, new policies or targets adopted to reduce the environmental impact of the Contractor's operations and contributions towards any Authority environmental policies or targets.

33.5 The Authority may audit the Contractor's compliance with this clause 33 in accordance with clause 10.

34. Exclusions

34.1 During the Term the Contractor shall notify the Authority as soon as reasonably practicable if:

- (a) the Contractor considers that an exclusion ground within the Regulations applies to the Contractor, including where the Contractor is put on the debarment list or becomes an excluded or excludable supplier by virtue of any associated persons or Subcontractors where information relating to such was provided under Section 28 of the Procurement Act 2023; and/or
 - (b) there are any changes to the Contractor's associated persons within the meaning of the Procurement Act 2023.
- 34.2 If the Contractor notifies the Authority in accordance with clause 34.1 then the Contractor must promptly provide any information the Authority reasonably requests in relation to the notification, including information to support an assessment of whether the circumstances giving rise to the exclusion ground are continuing or likely to occur again.
- 34.3 If the Contractor notifies the Authority in accordance with clause 34.1 above then the Contractor must promptly provide any information requested by the Authority in relation to the change to the Contractor's associated persons, including any information set out in the Regulations.
- 34.4 The Authority may terminate the Framework Agreement with the Contractor if:
 - (a) the Contractor has failed to provide notification under clause 34.1(b) as soon as reasonably practicable after the Contractor becoming aware that an exclusion ground within the Regulations does or may apply to the Contractor;
 - (b) the Contractor has failed to provide notification under clause 34.1(b) as soon as reasonably practicable after the Supplier becoming aware of any changes to the Supplier's "associated persons" within the meaning of the Regulations; and/or
 - (c) any notification or information provided by the Contractor under clause 34.1, 34.2 and/or 34.3 is incomplete, inaccurate or misleading.
- 34.5 Clause 34.4 is without prejudice to the Authority's rights to terminate under clause 17.

This agreement has been executed and delivered as a Deed on the date stated at the beginning of it.

Executed as a Deed by affixing the Common Seal
of OXFORD CITY COUNCIL

In the presence of

.....
Authorised Signatory

Signed as a Deed by

[NAME OF CONTRACTOR]

acting by the signatures of

.....
Director

.....
Director/Company Secretary

Schedule 1 Works and Lots

Part 1 Works

SPECIFICATIONS FOR COMPETED WORKS

[Insert Specifications]

Environmental KPIs

The Contractor must meet the Council's KPIs detailed in the Table below relating to decarbonisation targets.

The Contractor's environmental management system must be in line with ISO 14001.

Objectives

The sustainability KPIs relate to four objectives:

1. Recycled aggregates

This objective relates to the difference in the amount of secondary/ recycled aggregates used in the works within the relevant Financial Year compared to the total amount of primary aggregates used (measured by weight in tonnes) in the same.

For the purposes of this objective, types of aggregates include rock, gravel, shingle, sand, topsoil, subsoil and clay.

Secondary materials include off-specification materials or industrial by-products. This could be generated on-site or off-site. It does **not** include:

- specifically designed cut and fill operations; or
- rock armour from quarries.

Recycled aggregates mean aggregates that have gone through a recovery process (for example, concrete crushing for hardcore or screening to separate soil from rock). This could be generated on-site or off-site.

2. Wastes

This objective relates to the difference in the amount of wastes arising from the works within the relevant Financial Year that are sent to landfill compared to the total amount generated (measured by weight in tonnes) from the same.

This should be expressed as a percentage excluding hazardous wastes. The hazardous wastes should not be taken into account in the performance report.

The total amount of waste should include all wastes arising from a project including waste materials that are generated and reused on site. Excavation materials that could be produced and reused on-site are not regarded as waste.

Disposal in a landfill means deposit of the wastes within a landfill cell (including use as a daily cover material).

3. Reduction in water consumption

This objective relates to the use of water on site from water mains, bowzers and abstractions.

For example, the reuse of water from concrete washouts and rainwater harvesting are not counted in the target as this is re-use and to be encouraged.

It excludes the use of water in products delivered to site but includes any used for mixing concrete on site for example.

Water consumption information must be gathered from meters for mains water and bowzers must be manually recorded in addition to any abstractions.

4. Optimisation of resource use

This objective relates to the difference in the monetary value of all materials within the relevant Financial Year that are certified by the ethical stone register, or at 'bronze' or above by the Cradle to Cradle certification scheme, compared to the total amount of materials used (measured by cost in GBP) from the same. This should be expressed as a percentage.

Included in this calculation are:

- (a) Materials avoided by re-use for their same purpose.

Excluded from this calculation are:

- (b) Zero and/or low carbon cements; and
- (c) Hardwood and hardwood substitutes.

KPI Table

KPI Name	Description	Performance Target
Recycled Aggregates	The amount of recycled aggregates used in the Works within the relevant Financial Year	A minimum of 50% of materials should be recycled aggregates

Wastes	The amount of waste arising from the Works within the relevant Financial Year that are sent to landfill	100% of waste should be diverted from landfill
Reduction in water consumption	The re-use of water on site from water mains, bowzers and abstractions	A minimum of 50% of water should be recycled
Optimisation of resource use	The re-use or recycle of materials used for the same purpose	A minimum of 25% of materials should be re-used or recycled

Failure to meet KPIs

The KPIs shall be assessed at the relevant meetings in accordance with Schedule 6.

If the Contractor fails to meet any of the above KPIs, this may be escalated at Progress Meetings in accordance with Schedule 6 for agreed remedial measures to be actioned.

Where the KPI is not remedied in accordance with Schedule 6 or is not capable of being remedied, the Council may make a reasonable deduction from the price of the Works under the relevant Contract that is proportionate to the breach of the KPI(s). Such amount shall be notified to the Contractor prior to any deduction. Any disputes related to such proposed deduction shall be managed under clause 21 (Dispute resolution) of the Framework Agreement.

DESCRIPTION OF LOTS

Lot 1

Fencing, railings, gates, walls, car ports

Lot 2

External decoration, gutters, downpipes, fascias, soffits, bargeboards, balustrades/handrails, external steps, hardstanding, timber decking, external stores, garages, outbuildings, service cupboards, internal communal doors, rotary drying facilities, communal flooring, internal decorations, bin stores and external lighting

Lot 3

Roofing, doors and window installation

Part 2 Contractor's Lots

Appendix 1: [The Contractor Lot(s)]

Appendix 2: [The Contractor's Tender]

DRAFT

Schedule 2 Lots and Award Criteria

The Lots have been awarded as follows:

NAME OF LOT	FRAMEWORK PROVIDERS AND THEIR RANKING	TOTAL SCORE ACHIEVED
Lot 1	<p>[NAME OF HIGHEST SCORING SERVICE PROVIDER]</p> <p>[NAME OF NEXT HIGHEST SCORING SERVICE PROVIDER]</p> <p>[NAME OF NEXT HIGHEST SCORING SERVICE PROVIDER]</p>	<p>[SCORE ACHIEVED BY HIGHEST SCORING SERVICE PROVIDER]</p> <p>[SCORE ACHIEVED BY NEXT HIGHEST SCORING SERVICE PROVIDER]</p> <p>[SCORE ACHIEVED BY NEXT HIGHEST SCORING SERVICE PROVIDER]</p>
Lot 2	<p>[NAME OF HIGHEST SCORING SERVICE PROVIDER]</p> <p>[NAME OF NEXT HIGHEST SCORING SERVICE PROVIDER]</p> <p>[NAME OF NEXT HIGHEST SCORING SERVICE PROVIDER]</p>	<p>[SCORE ACHIEVED BY HIGHEST SCORING SERVICE PROVIDER]</p> <p>[SCORE ACHIEVED BY NEXT HIGHEST SCORING SERVICE PROVIDER]</p> <p>[SCORE ACHIEVED BY NEXT HIGHEST SCORING SERVICE PROVIDER]</p>

Part 1 Not Used

Part 2 Competed Works Award Criteria

Criterion number	Criterion	Percentage weightings
1	[As set out in ITT]	60% quality, 40% cost
2	[As set out in ITT]	60% quality, 40% cost
3	[As set out in ITT]	60% quality, 40% cost
4	[As set out in ITT]	60% quality, 40% cost
5	[As set out in ITT]	60% quality, 40% cost

Schedule 3 Not Used

DRAFT

Schedule 4 Not Used

DRAFT

Schedule 5 Call-off Terms and Conditions

The following JCT Contracts 2024 may be used depending on the works required (suggested examples of the type of works have been included below for reference only):

Minor Works Building Contract (MW 2024) - *for simple routine decoration and maintenance, or small basic construction, that are for one-off pieces of work, where the work does not require phasing or specialist trades.*

Minor Works Building Contract with contractor's design (MWD 2024) – *e.g. maintenance of external lighting including replacement and potential elements of electrical design. To be used if the Contractor is designing a portion only of part of the simple routine works as above (MW 2024). PI insurance not generally required.*

Intermediate Building Contract (IC 2024) – *for use in bigger construction projects, involving all the recognised trades and skills of the industry, but without complex building service installations or other specialist work, provides for sectional completion of works / completion in phases that are not complex building service installations or other specialist work. To use if a collateral warranty is required.*

Intermediate Building Contract with contractor's design (ICD 2024) – *To use if the Contractor is designing a portion only of the works as above (IC 2024) and PI insurance is required. A Collateral Warranty can also be used if required.*

Design and Build Contract (DB 2024) – *To be used if the Contractor is designing the full works and carrying out the construction. (Consider procuring the design separately if the works could be done under a JCT Minor Works or Intermediate contract, instead of using the complex JCT Design and Build Contract provisions).*

Measured Term Contract (MTC 2024) – *To use for ongoing periodic / regular decoration / repairs and cyclical maintenance (contains order process).*

The JCT Contracts shall be subject to the attached Schedule of Amendments:

[Insert Schedule of Amendments for each JCT]

Schedule 6 Contract management

The Contractor is required to attend the meetings as detailed in this Schedule 6 and provide such Management Information as detailed herein or as the Council reasonably requests.

Contract Management

Minutes or notes must be taken for all meetings by the Council and/or the Contractor as directed at the relevant meeting. This includes any impromptu meetings with the Contractor or its Authorised Representative where there is a discussion relating to aspects of a Contract.

Minutes are to be reviewed and monitored for the completion of actions at each meeting.

Should any issues arise in any meeting in respect of this Framework Agreement or any Contract, an early warning and escalations process is to be agreed at the relevant meeting and documented in the minutes. There must be escalation through a problem-solving hierarchy and an action log with timescales. If the issues have not been resolved following the escalation process in this Schedule 6, then the dispute resolution process in this Framework Agreement or the relevant Contract (if in respect of specific Works under it), as applicable, shall apply.

Finance, quality and performance reports (including specific performance against KPIs relating to a Contract, and any agreed remedial actions/timescales) should be noted at each meeting.

Any changes to a Contract with the Contractor that have been agreed at a meeting must be actioned in accordance with the procedure contained in the relevant Contract and duly signed by both Parties.

Contract management meetings comprise:

- Pre-Start Meeting (External)
- Contractor Progress Meetings
- Operational Weekly Meetings (where applicable)
- Best Value Meetings (where appropriate)

Pre-Start Meeting

Pre-Start Meetings are required before any Works are commenced under a Contract.

The HRA Lead must chair the meeting.

The Pre-Start Meeting is designed to ensure all those involved in the Contract are aware of the aims of the Contract and their duties and responsibilities in respect of the Contract.

Those designated by the Contractor to manage the Contract are ultimately accountable for its contract administration.

The Pre-Start Meeting must include the following (an agenda can be found in **Appendix 1** of this Schedule):

- Introductions
- Contract form and aims
- CDM
- Progress Meetings
- Communications, including management of compliments and complaints.
- Finance
- Quality Control
- Key Performance Indicators
- Tenant Management, Consultation and Communication
- Community benefits
- Targeted Recruitment & Training
- Key Dates
- Any Other Business

The HRA Lead must chair this meeting and make sure all minutes are distributed within five days of the meeting.

Any follow-up actions must also be reported promptly.

The agenda may change depending on the type and size of the work. Any alterations must be noted in the minutes of the meeting, along with reasons for inclusion or exclusion.

Contractor Progress Meetings

The HRA Lead shall undertake monthly meetings for all relevant Contracts under their control. The meetings must take place, even if the Contractor's representatives are not present, and minutes must be taken to reflect the meeting.

The meeting must be chaired by the HRA Lead.

The Progress Meetings must communicate the following:

- roles and responsibilities
- any variations from the programme and or a Contract
- any delays in a Contract
- any significant changes to the design or specification of the Works under a Contract
- any instructions or variations to a Contract.
- any health and safety issues, whether reportable or non-reportable incidents
- any community engagement activities
- communities benefits agreements
- any legal issues in respect of the Framework Agreement or any Contract
- any complaints from Leaseholders or other interested parties.

The Progress Meetings must include the following (an agenda can be found in **Appendix 2** of this Schedule):

- Confirmation of Previous Minutes
- Matters Arising from Previous Minutes
- Contractor's Report
 - Health and Safety
 - Programme
 - Community Engagement
 - KPI's
 - Quality
 - Sub-Contractor's report
 - Legal issues
 - Financial issues
 - Any Other Business.

The HRA Lead must chair this meeting and make sure all minutes are distributed within five days of the meeting.

Any follow-up actions must also be reported promptly.

The agenda may change depending on the type and size of the work. Any alterations must be noted in the meeting minutes, along with reasons for inclusion or exclusion.

Operational Meetings

The operational Meetings are weekly or ad hoc and are not necessary for every Contract (an agenda can be found in **Appendix 3** of this Schedule).

Operational meetings are optional and will usually be reserved for Contracts with a high volume of tasks.

The focus of the meeting will be the issues log.

The issues log is to be kept up to date by the Council's contracts manager.

There will be great emphasis on quality and the timely delivery of the Works.

Complaints will be discussed in detail, and actions will be recorded on the issues log.

Best Value Meetings

The Best Value Meetings are finance focused meetings to assess the progress of Works against monetary target costs and will not apply to every Contract (an agenda is in **Appendix 4** of this Schedule).

Best Value meetings must be attended by the HRA Lead and the Contractor's Quantity Surveyor.

Site Inspections

It is the HRA Lead's responsibility to inspect the quality of the Works and ensure that the Works undertaken are in keeping with regulatory standards.

Quality assessments must be recorded and discussed at progress meetings.

Actions plans are to be produced when there is a failure in the standard of the Works.

Communication with the Contractor

Notwithstanding the formal meeting structure identified above, the HRA Lead shall liaise with the Contractor on a minimum weekly basis.

Where any performance issues occur, the Council have a right to request urgent meetings with the Contractor. These meetings will utilise the Progress Meeting agenda.

Leaseholder Meetings

The Contractor may also be required to attend the following meetings:

- **Leaseholder meetings:** Any meetings required under Section 20 of the Landlord and Tenant Act 1985 or as required by the Council to comply with the same. The Council's HRA Lead, Council's Technical and Compliance Managers and the approved person from the Contractor would be required to be in attendance.
- **Annual General Meeting (AGM):** A yearly meeting for Leaseholders to discuss budgets, service charges, and maintenance plans with the Council and the Contractor, if requested due to Works being carried out under a Contract. The Council's HRA Lead, Council's Technical and Compliance Managers and the approved person from the Contractor would be required to be in attendance.
- **Regular Leaseholder's Meetings:** Property management, meetings held quarterly with the Council's Leasehold Manager and the Contractor if requested due to Works being carried out under a Contract. The Council's HRA Lead, Council's Technical and Compliance Managers and the approved person from the Contractor would also be required to be in attendance.

Appendix 1: Pre-Start Meeting

Attendees, where applicable but not limited to:

- HRA Lead
- Technical Manager
- Compliance Manager
- Note Taker
- Contractor

Agenda

1. Introductions
 - Council's Key Contact?? / Contract Manager
 - Principal Designer
 - Contractor's Personnel
 - Contractor's Design Team (if required)
2. Contract
 - Contract Documents
 - Contract Sum
 - Commencement Date
 - Contract Date
 - Insurances
 - Building Regulations
 - Contractors Programme
3. CDM
 - F10
 - Pre-Construction Information
 - Construction Phase Health & Safety Plan
 - Principal Designer
 - Risk Assessment
 - Method Statements
4. Progress Meetings
 - Purpose
 - Monthly
 - Programme
 - Progress Photographs
5. Communications
 - Instructions
 - Correspondence
 - Verbal Instructions
 - Issue of Specification
6. Finance
 - Payments

- Variations
 - Cash Flow Forecast
7. Quality Control
 8. Key Performance Indicators
 9. Tenant Management, Consultation and Communication
 10. Targeted Recruitment & Training
 11. Key Dates
 12. Any Other Business

Distribution:

All Attendees
Other stakeholders

Appendix 2: Contractor Progress Meeting

Attendees:

HRA Lead
Technical Manager
Compliance Manager
Contractor

Agenda

1. Confirmation of Previous Minutes
2. Matters Arising from Previous Minutes
3. Contractors Report
 - Health and Safety
 - Programme
 - Community Engagement
 - KPI's
4. Sub-Contractors
5. Quality
6. Complaints
7. Finance
8. Legal Agreements
9. Client Queries / Concerns / Issues
10. Any Other Business

Distribution:

Attendees
Stakeholders

Appendix 3: Operational Meeting

Attendees:

HRA Lead
Technical Manager
Compliance Manager
Contractor
Note taker

Agenda

11. Confirmation of Previous Minutes
12. Matters Arising from Previous Minutes
13. Issues Log
14. Sub-Contractors
15. Quality
16. Complaints
17. Any Other Business

Distribution:

Attendees
Stakeholders

Appendix 4: Best Value Meeting

Attendees:

HRA Lead
Technical Manager
HRA Finance Lead
Contractor
Contractor's Quantity Surveyor
Note taker

Agenda

1. Valuation alignment
2. Agree with the Valuation sum
3. The due date for payment
4. Agree with the timescale for queries

Distribution:

Attendees
Stakeholders

Schedule 7 Framework Agreement Variation Procedure

1. Introduction

- 1.1 Schedule 7 details the scope of the variations permitted and the process to be followed where the Authority proposes a variation to the Framework Agreement.
- 1.2 The Authority may propose a variation to the Framework Agreement under Schedule 7 only where the variation does not amount to a material change in the Framework Agreement or the Works.

2. Procedure for proposing a variation

- 2.1 Except where paragraph 5 applies, the Authority may propose a variation using the procedure contained in this paragraph 2.
- 2.2 In order to propose a variation, the Authority shall serve each Framework Provider with written notice of the proposal to vary the Framework Agreement (**Notice of Variation**).
- 2.3 The Notice of Variation shall:
 - (a) contain details of the proposed variation providing sufficient information to allow each Framework Provider to assess the variation and consider whether any changes to the prices are necessary; and
 - (b) require each Framework Provider to notify the Authority within five (5) days of any proposed changes to the prices.
- 2.4 On receipt of the Notice of Variation, each Framework Provider has five (5) days to respond in writing with any objections to the variation.
- 2.5 Where the Authority does not receive any written objections to the variation within the timescales detailed in paragraph 2.4, the Authority may then serve each Framework Provider with a written agreement detailing the variation to be signed and returned by each Framework Provider within five (5) days of receipt.
- 2.6 On receipt of a signed agreement from each Framework Provider, the Authority shall notify all Framework Providers in writing of the commencement date of the variation.

3. Objections to a variation

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

- (a) withdraw the proposed variation; or
- (b) propose an amendment to the variation.

4. Changes to the Pricing

- 4.1 Where a Framework Provider can demonstrate that a variation would result in a change to the prices, the Authority may require further evidence from the Framework Provider that any additional costs to the Framework Provider will be kept to a minimum.
- 4.2 The Authority may require the Framework Provider to meet and discuss any proposed changes to the pricing that would result from a variation.
- 4.3 Where a change to the pricing is agreed by the Authority, the Authority shall notify its acceptance of the change to the Framework Provider in writing.
- 4.4 In the event that the Authority and the Framework Provider cannot agree to the changes to the pricing, the Authority may:
 - (a) withdraw the variation; or
 - (b) propose an amendment to the variation.

5. Variations that are not permitted

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

- (a) may prevent one or more of the Framework Providers from performing its obligations under the Framework Agreement; or
- (b) is in contravention of any Law.

Schedule 8 Data processing

1. The Contractor shall comply with any further written instructions with respect to processing by the Authority.

2. Any such further instructions shall be incorporated into this Schedule.

3. Processing by the Contractor

Data will be processed which includes the name or names of Leaseholders in any given property and the address of the property. No other information will need to be processed by the Contractor.

3.1 Scope

The scope of this data processing schedule is for addresses with the names of the Leaseholder or Leaseholders in the relevant properties to be processed for the sole purpose of undertaking capital works affecting the properties.

3.2 Nature

To process data for the purposes of undertaking capital works

3.3 Purpose of processing

To ensure the efficient delivery of the capital works programme for Leaseholders

3.4 Duration of processing

The duration would be for the length of the contract.

3.5 Types of Personal Data

Names of Leaseholders and addresses of affected properties

3.6 Categories of Data Subject

Correspondence details only