

Standard Terms and Conditions

NOTE

The standard terms and conditions are generic and need to be adapted to your particular contract.

THIS AGREEMENT is made the day of Two thousand and six
BETWEEN CYNGOR GWYNEDD of Council Offices Caernarfon Gwynedd (“the Council”) and (“the Contractor”) **WHEREAS**
Gwynedd Council has agreed to appoint the Contractor to
in accordance with and subject to the terms of this agreement.

DEFINITIONS

the “Council” means Gwynedd Council;

“Council’s Premises” means land or buildings owned or occupied by the Council;

“Confidential Information” means all information obtained by the Contractor from the Council or any other department or office of Her Majesty's Government relating to and connected with the Contract and the Services, including but not limited to the Contract itself and the provisions of the Contract;

the “Contract” means the agreement concluded between the Council and the Contractor for the supply of Services, including without limitation the Conditions (to the extent that they are not expressly excluded or modified), all specifications, plans, drawings and other documents which are incorporated into the agreement;

the “Contractor” means the person who agrees to supply the Services and includes any person to whom all or part of the Contractor’s obligations are assigned pursuant to Condition 5;

“the Contract Price” means the price agreed in respect of the Services, excluding Value Added Tax;

“Council Property” means anything issued or otherwise furnished in connection with the Contract by or on behalf of the Council, including but not limited to documents, papers and other materials;

“Intellectual Property Rights” means patents, trade marks, service marks, design rights (whether registrable or not), applications for any of those rights, copyright, database

rights, trade or business names and other similar rights or obligations, whether registrable or not, in any country, including but not limited to, the United Kingdom;

“Purchase Order” means the document so described by the Council to purchase the Services which makes reference to the Conditions;

the “Services” means the services to be supplied under the Contract as Described in Schedule 1;

INTERPRETATION

A reference to any statute, enactment, order, regulation or similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as subsequently amended or re-enacted;

The headings in these Conditions are for ease of reference only and shall not affect the interpretation or construction of the Contract;

References to “person”, where the context allows, includes a corporation or an unincorporated association.

2. Contract Period

From _____ until _____ subject to the provisions for earlier termination.

3. Acts by the Authority

Any decision, act or thing which the Council is required or authorised to take or do under the Contract may be taken or done by any person authorised, either expressly or impliedly, by the Council to take or do that decision, act or thing.

4. Service of Notices and Communications

Any notice or other communication that either party gives under the Contract shall be made in writing and given either by hand, first class recorded postal delivery or facsimile transmission. Notice given by hand shall be effective immediately, notice given by recorded postal delivery shall be effective two working days after the date of posting, notice given by facsimile transmission shall be effective the working day after receipt by the notifying party of a transmission slip showing that the transmission has succeeded.

5. Assignment and Sub-contracting

(1) The Contractor shall not give, bargain, sell, assign, sub-contract or otherwise dispose of the Contract or any part thereof without the previous agreement in writing of the Council.

(2) The Contractor shall not use the services of self-employed individuals in connection with the Contract without the previous agreement in writing of the Council.

(3) The Contractor shall be responsible for the acts and omissions of his sub-contractors as though they were his own.

(4) The Council shall be entitled to assign any or all of its rights under the Contract to any Authority as defined in Regulation 3(1) of the Public Contracts Regulations 2006, provided that such assignment shall not materially increase the burden of the Contractor's obligations under the Contract.

6. Entire Agreement

The Contract constitutes the entire agreement and understanding between the parties and supersedes all prior written and oral representations, agreements or understandings between them relating to the subject matter of the Contract provided that neither party excludes liability for fraudulent misrepresentations upon which the other party has relied.

7. Waiver

(1) The failure by either party to exercise any right or remedy shall not constitute a waiver of that right or remedy.

(2) No waiver shall be effective unless it is communicated to the other party in writing.

(3) A waiver of any right or remedy arising from a breach of the Contract shall not constitute a waiver of any right or remedy arising from any other breach of the Contract.

8. Severability

If any Condition, clause or provision of the Contract not being of a fundamental nature is held to be unlawful, invalid or unenforceable by a court or tribunal in any proceedings relating to the Contract, the validity or enforceability of the remainder of the Contract shall not be affected. If the court finds invalid a provision so fundamental as to prevent the accomplishment of the purpose of the Contract, the parties shall immediately commence negotiations in good faith to remedy the invalidity.

9. Confidentiality

(1) The Contractor agrees not to disclose any Confidential Information to any third party without the prior written consent of the Council. To the extent that it is necessary for the Contractor to disclose Confidential Information to its staff, agents and sub-contractors, the Contractor shall ensure that such staff, agents and sub-contractors are subject to the same obligations as the Contractor in respect of all Confidential Information.

(2) Condition 9(1) shall not apply to information which:

- (a) is or becomes public knowledge (otherwise than by breach of these Conditions or a breach of an obligation of confidentiality);
- (b) is in the possession of the Contractor, without restriction as to its disclosure, before receiving it from the Council;
- (c) is required by law to be disclosed.

(3) The obligations contained in this Condition shall continue to apply after the expiry or termination of the Contract.

(4) The Contractor shall not communicate with representatives of the general or technical press, radio, television or other communications media, with regard to the Contract, unless previously agreed in writing with the Council.

(5) Except with the prior consent in writing of the Council, the Contractor shall not make use of the Contract or any Confidential Information otherwise than for the purposes of carrying out the Services.

(6) The Contractor acknowledge that the Council is subject to and bound by the provisions of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 consequently any provision or aspect of this agreement which imposes or purports to impose a requirement of confidentiality or which might be interpreted or is intended to create such a duty by implication or by operation of law shall be binding only in so far as it is consistent with the Council's obligations under the said legislation.

10. Amendments and Variations

No amendment or variation to the terms of the Contract shall be valid unless previously agreed in writing between the Council and the Contractor.

11. Invoices and Payment

(1) The Contractor shall submit invoices at times or intervals agreed by the Council in the Contract or otherwise. The Contractor shall ensure that any invoice it submits sets out the Council's Purchase Order or contract number, the charges and, where not all of the Services have been completed, the relevant part of the charges with an appropriate breakdown of time worked, the part of the Services (if all the Services have not been completed) and period to which the invoice relates, and its confirmation that the Services (or relevant part of the Services referred to on the invoice) have been fully performed.

(2) In consideration of the provision of the Services by the Contractor, the Council shall pay the Charges after receiving a correctly submitted invoice as set out in Condition 11(1). Such payment shall normally be made within 30 days of receipt of the correctly submitted invoice.

(3) The Contractor shall not be entitled to charge for the provision of any services that are not part of the Services agreed within the Contract, unless the Contract has been properly varied in advance in accordance with Condition 10.

(4) The Council may reduce payment in respect of any Services that the Contractor has either failed to provide or has provided inadequately, without prejudice to any other rights or remedies of the Council.

(5) For the purpose of calculating any statutory interest under the Late Payment of Commercial Debts (Interest) Act 1998, the relevant date for the payment of the debt shall be deemed to be the last day of a period of 30 days commencing on the day when the Council received the invoice, or, if the Contractor had not completed the Services (or the part of the Services to which the invoice relates) before submitting the invoice, the last day of a period of 30 days commencing on the day when the Contractor completed the Services, (or the part of the Services to which the invoice relates).

12. Accounts

(1) The Contractor shall keep full and proper accounts, records and vouchers relating to all expenditure reimbursed by the Council and all payments made by the Council in respect of the Services.

(2) The Contractor shall permit the Council acting by its officers, servants and agents or independent auditor on request and at all reasonable times to examine all accounts, records and vouchers at the offices of the Contractor or at such other places as the Authority shall direct, and to take copies of such accounts, records and vouchers and the Contractor shall provide the Council or its independent auditor with such explanations relating to that expenditure as the Council may request.

(3) The Contractor shall ensure that the said accounts, records and vouchers are available for a period of six years after termination or expiry of the Contract.

13. Recovery of Sums Due

(1) Whenever under the Contract any sum of money shall be recoverable from or payable by the Contractor, such sum may be deducted from any amount then due, or which at any time thereafter may become due, to the Contractor under this Contract or any other agreement or arrangement with the Council.

(2) Any over-payment by the Council to the Contractor whether in respect of the Charges or Value Added Tax shall be a sum of money recoverable from the Contractor pursuant to Condition 13(1) above or otherwise.

14. Value Added Tax

(1) The Council shall pay to the Contractor, in addition to the Charges, a sum equal to the Value Added Tax chargeable on the value of the Services provided in accordance with the Contract.

(2) Any invoice or other request for payment of monies due to the Contractor under the Contract shall, if he is a taxable person, be in the same form and contain the same information as if the same were a tax invoice for the purposes of Regulations made under the Value Added Tax Act 1994.

(3) The Contractor shall, if so requested by the Council, furnish such information as may reasonably be required by the Council relating to the amount of Value Added Tax chargeable on the Services.

15. Provision of Services

(1) The Contractor shall provide the Services in accordance with and as specified in the Contract to the satisfaction of the Council whose decision shall be final and conclusive. The Council shall have the power to inspect and examine the performance of the Services at the Council's Premises at any reasonable time or, provided that the Council gives reasonable notice to the Contractor, at any other premises where any part of the Services is being performed.

(2) The Contractor shall adhere to all obligations as referred to in Schedule 1.

(2) If the Council informs the Contractor that the Council considers any part of the Services to be inadequate or in any way differing from the Contract, and this is other than as a result of default or negligence on the part of the Council, the Contractor shall at his own expense re-schedule and perform the work correctly within such reasonable time as may be specified by the Council.

(3) The Council may at any time demand that the Contractor suspend the provision of the Services. If the Council exercises such right to suspend the provision of the Services or any part of them, or if the Contractor is delayed in proceeding with the provision of the Services by the Council (otherwise than as a consequence of a breach of the Contract, or a breach of duty or fault or negligence on the part of the Contractor), the Council shall be responsible for loss incurred by the Contractor as a result of such suspension or delay. Subject to the Contractor taking reasonable steps to mitigate its loss, the Contractor will be able to recover from the Council under this Condition only for those losses which:

(a) were reasonably foreseeable by the Council as arising as a direct result of the suspension or delay; and

(b) relate to the cost of any commitments entered into by the Contractor which cannot be met as a result of the suspension or delay and in respect of which the Contractor cannot

obtain a refund (where the Contractor has already paid in relation to the commitment) or is obliged to pay (where the Contractor has not already paid in relation to the commitment).

The provisions of this Condition shall not apply where the reason for the suspension of the Services arises from circumstances beyond the control of the Council.

(4) If the performance of the Contract by the Contractor is delayed by reason of any act on the part of the Council or by industrial dispute (other than by an industrial dispute occurring within the Contractor's or its sub-contractor's organisation) or any other cause which the Contractor could not have prevented then the Contractor shall be allowed a reasonable extension of time for completion. For the purposes of this Condition, the Contractor shall be deemed to have been able to prevent causes of delay that are within the reasonable control of the Contractor's staff, agents and sub-contractors.

(5) Timely provision of the Services shall be of the essence of the Contract, including in relation to commencing the provision of the Services within the time agreed or on a specified date.

(6) The Contractor warrants that it shall provide the Services with all due skill, care and diligence, and in accordance with good industry practice and legal requirements.

(7) Without prejudice to the provision of Condition 13(1), the Contractor shall reimburse the Council for all reasonable costs incurred by the Council which have arisen as a direct consequence of the Contractor's delay in the performance of the Contract which the Contractor had failed to remedy after being given reasonable notice by the Council.

16. Payment for Services

In consideration for the services referred to under Condition 15 and Schedule 1, the Council shall pay the Contractor in accordance with Schedule 2.

17. Progress Report

(1) Where formal progress reports are required by the Contract, the Contractor shall render such reports at such time and in such form as may be specified by the Council, or as otherwise agreed between the Contractor and the Council.

(2) The submission and acceptance of progress reports shall not prejudice any rights of the Council under the Contract.

18. Indemnities and Insurance

(1) The Contractor shall hold harmless and indemnify the Council on demand from and against all claims, demands, proceedings, actions, damages, costs (including legal costs),

expenses and any other liabilities arising from claims made by the Council's staff or agents, or by third parties, in respect of any death or personal injury, or loss or destruction of or damage to property, or any other loss, destruction or damage, including but not limited to financial losses which are caused, whether directly or indirectly, by the breach of contract or breach of duty (whether in negligence, tort, statute or otherwise) of the Contractor, its employees, agents or sub-contractors.

(2) The Contractor shall be liable to the Council for any loss, damage, destruction, injury or expense, whether direct or indirect, (and including but not limited to loss or destruction of or damage to the Council's property, which includes data) arising from the Contractor's breach of contract or duty (whether arising in negligence, tort, statute or otherwise).

(3) The Contractor shall effect with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Contractor in respect of the indemnities provided under the Contract, which in any event shall not be less than £1,000,000, and shall at the request of the Council produce the relevant policy or policies together with receipt or other evidence of payment of the latest premium due there under.

(4) Nothing in these Conditions nor in any part of the Contract shall impose any liability on any member of the staff of the Council or its representatives in their personal capacity.

(5) The Contractor shall indemnify the Council against all proceedings, actions, claims, demands, costs (including legal costs), charges, expenses and any other liabilities arising from or incurred by reason of any infringement or alleged infringement of any third party's Intellectual Property Rights used by or on behalf of the Contractor for the purpose of the Contract, providing that any such infringement or alleged infringement is not knowingly caused by, or contributed to, by any act of the Council.

(6) The Council shall indemnify the Contractor against all proceedings, actions, claims, demands, costs (including legal costs), charges, expenses and any other liabilities arising from or incurred by reason of any infringement or alleged infringement of any third party's Intellectual Property Rights used at the request of the Council by the Contractor in the course of providing the Services, providing that any such infringement or alleged infringement is not knowingly caused by, or contributed to by, any act of the Contractor.

(7) Except in relation to death or personal injury as referred to in Condition 18 (1), and subject to Conditions 18 (5) and 28 (6) the amount of liability under this clause shall be limited to a sum of £150,000 or twice the contract value, whichever is the greater, or such other sum as may be agreed in writing between the Head of Procurement on behalf of the Council and the Contractor.

19. Termination for Insolvency or Change of Control

(1) The Contractor shall notify the Council in writing immediately upon the occurrence of any of the following events:

a) where the Contractor is an individual, if a petition is presented for his bankruptcy, or he makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignment for the benefit of creditors, or if an administrator is appointed to manage his affairs; or

b) where the Contractor is not an individual but is a firm or a number of persons acting together, if any event in Condition 19 (1)(a) or (c) occurs in respect of any partner in the firm or any of those persons, or if a petition is presented for the Contractor to be wound up as an unregistered company; or

c) where the Contractor is a company or limited liability partnership, if the company or limited liability partnership enters administration or passes a resolution to wind up or the court makes an administration order or a winding-up order, or the company makes a composition or arrangement with its creditors, or an administrative receiver, receiver or manager is appointed by a creditor or by the court, or possession is taken of any of its property under the terms of a floating charge; or

d) the Contractor undergoes a change of control, where “control” has the meaning given in Section 416 of the Income and Corporation Taxes Act 1998.

(2) After receipt of the notice under paragraph (1) above or earlier discovery by the Council of the occurrence of any of the events described in that paragraph, the Council may, by notice in writing to the Contractor, terminate the Contract with immediate effect without compensation to the Contractor and without prejudice to any right or action or remedy which may accrue to the Council thereafter. The Council’s right to terminate the Contract under Condition 20 (1)(d) will exist until the end of a period of three months starting from receipt of the notice provided by the Contractor pursuant to Condition 20(1), or such other period as is agreed by the parties.

20. Termination for Breach of Contract

If either party commits a material breach of the Contract which is either not capable of remedy, or, if it is capable of remedy, he fails to remedy such breach within 28 days of being notified by the other party in writing to do so, that other party shall be entitled to terminate the Contract with immediate effect by notice in writing to the party that committed the material breach and without prejudice to any other rights or remedies of either party in respect of the breach concerned or any other breach of the Contract.

21. Cancellation

The Council shall be entitled to terminate the Contract, or to terminate the provision of any part of the Services, by giving to the Contractor not less than 28 days' notice in writing to that effect without prejudice to any rights or remedies of the Contractor for breach of contract. Once it has given such notice, the Council may extend the period of

notice at any time before it expires, subject to agreement on the level of Services to be provided by the Contractor during the period of extension.

22. Dispute Resolution

(1) The parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract.

(2) If the parties cannot resolve the dispute pursuant to paragraph (1) of this Condition, the dispute may, by agreement between the parties, be referred to mediation pursuant to paragraph (4) of this Condition.

(3) The performance of the Services shall not cease or be delayed by the reference of a dispute to mediation pursuant to paragraph (2) of this Condition.

(4) If the parties agree to refer the dispute to mediation:

(a) in order to determine the person who shall mediate the dispute (the “Mediator”) the parties shall by agreement choose a neutral adviser or mediator from one of the dispute resolution providers listed by the Office of Government Commerce on its website or in its printed guidance on dispute resolution within 30 days after agreeing to refer the dispute to mediation;

(b) the parties shall within 14 days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held;

(c) unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the parties in any future proceedings;

(d) if the parties reach agreement on the resolution of the dispute within 60 days of the Mediator being appointed, or such longer period as may be agreed between the parties, the agreement shall be reduced to writing and shall be binding on the parties once it is signed by both the Council and the Contractor;

(e) failing agreement within 60 days of the Mediator being appointed, or such longer period as may be agreed between the parties, either of the parties may invite the Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both parties.

(5) If the parties do not agree to refer the dispute to mediation, or if the parties fail to reach agreement as to who shall mediate the dispute pursuant to Condition 22 (4)(a) or if they fail to reach agreement in the structured negotiations within 60 days of the Mediator

being appointed or such longer period as may be agreed by the parties, then any dispute or difference between them may be referred to the courts.

23. Corrupt Gifts and Payments of Commission

(1) The Contractor shall not:

- a) offer or give, or agree to give, to any person employed by or on behalf of the Council any gift or consideration of any kind as an inducement or reward for doing, or having done, or not doing, any act in relation to the obtaining or execution of this Contract or any other contract with the Council, or for showing or not showing favour or disfavour to any person in relation to this Contract or any other contract with the Council;
- b) enter into the Contract or any other contract with the Council in connection with which commission has been paid, or agreed to be paid by him or on his behalf, or to his knowledge, unless, before the Contract is made, particulars of any such commission and the terms and conditions of any agreement for the payment thereof, have been disclosed in writing to any person duly authorised by the Council to act as its representative for the purpose of this Condition.

Nothing contained in this Condition shall prevent the Contractor paying such commission or bonuses to his own staff in accordance with their agreed contracts of employment.

(2) Any breach of this Condition by the Contractor, or by anyone employed by him or acting on his behalf (whether with or without his knowledge), or the commission of any offence by the Contractor or by anyone employed by him or acting on his behalf under the Prevention of Corruption Acts 1889-1916, in relation to this Contract or any other contract with the Council, shall entitle the Council to terminate the Contract with immediate effect and recover from the Contractor the amount of any loss resulting from such termination and the amount of the value of any such gift, consideration or commission as the Council shall think fit.

(3) Where the Contract has been terminated under paragraph (2) of this Condition, there shall be deemed to be a failure to commence the provision of the Services, enabling the Council to terminate the Contract with immediate effect and the Council will not be obliged to pay the charges.

(4) In any dispute, difference or question arising in respect of:

- a) the interpretation of this Condition (except so far as the same may relate to the amount recoverable from the Contractor under paragraph (2) of this Condition in respect of any loss resulting from such determination of the Contract); or
- b) the right of the Council to determine the Contract; or
- c) the amount or value of any gift, consideration or commission,

the decision of the Council shall be final and conclusive.

24. Special Provisions

In the case of any conflict or inconsistency between these general Conditions and any specific terms of the Contract, the latter shall prevail.

25. Conflict of Interest

(1) The Contractor shall ensure that there is no conflict of interest as to be likely to prejudice his independence and objectivity in performing the Contract and undertakes that upon becoming aware of any such conflict of interest during the performance of the Contract (whether the conflict existed before the award of the Contract or arises during its performance) he shall immediately notify the Council in writing of the same, giving particulars of its nature and the circumstances in which it exists or arises and shall furnish such further information as the Council may reasonably require.

(2) Where the Council is of the opinion that the conflict of interest notified to it under paragraph (1) above is capable of being avoided or removed, the Council may require the Contractor to take such steps as will, in its opinion, avoid, or as the case may be, remove the conflict and:

- a) if the Contractor fails to comply with the Council's requirements in this respect; or
- b) if, in the opinion of the Council, it is not possible to remove the conflict,

the Council may terminate the Contract immediately and recover from the Contractor the amount of any loss resulting from such termination.

(3) Notwithstanding Condition 25 (2), where the Council is of the opinion that the conflict of interest which existed at the time of the award of the Contract could have been discovered with the application by the Contractor of due diligence and ought to have been disclosed as required by the tender documents pertaining to it, the Council may terminate the Contract immediately for breach of a fundamental condition and, without prejudice to any other rights, recover from the Contractor the amount of any loss resulting from such termination.

26. Rights of Third Parties

It is not intended that the Contract, either expressly or by implication, shall confer any benefit on any person who is not a party to the Contract and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply.

27. Council Property

(1) All Council Property shall remain the property of the Council and shall be used in the execution of the Contract and for no other purpose whatsoever except with the prior agreement in writing of the Council.

(2) All Council Property shall be deemed to be in good condition when received by or on behalf of the Contractor unless he notifies the Council to the contrary within 14 days or such other time as is specified in the Contract.

(3) The Contractor undertakes to return any and all Council Property on completion of the Contract or on any earlier request by the Council.

(4) The Contractor shall, except as otherwise provided for in the Contract, repair or replace or, at the option of the Council, pay compensation for all loss, destruction or damage occurring to any Council Property caused or sustained by the Contractor, or by his servants, agents or sub-contractors, whether or not arising from his or their performance of the Contract and wherever occurring, provided that if the loss, destruction or damage occurs at the Council's Premises, this Condition shall not apply to the extent that the Contractor is able to show that any such loss, destruction or damage was not caused or contributed to by his negligence or default or the neglect or default of his servants, agents, or sub-contractors.

28. Data Protection

(1) In this condition references to "personal data", "data subjects" and "data processor" are to be interpreted as defined in the Data Protection Act 1998 ("the Act"). The Contractor shall comply with all relevant provisions of the Act and do nothing which causes, or may cause, the Council to be in breach of its obligations under the Act. In particular, to the extent that the Contractor acts as a data processor in respect of any personal data pursuant to the Contract, the Contractor shall only process such personal data as is necessary to enable it to fulfill its obligations under this Contract.

(2) The Contractor warrants that it has appropriate technical and organisational measures in place to protect any personal data it is processing on the Council's behalf against any unauthorised or unlawful processing and against any accidental loss, destruction or damage and undertakes to maintain such measures during the course of this Contract. The Contractor shall also take all reasonable steps to ensure the reliability of its staff having access to any such personal data.

(3) Upon reasonable notice the Contractor shall allow the Council access to any relevant premises owned or controlled by it to enable the Council to inspect its procedures described at Condition 28 (2) above and will upon the Council's request from time to time prepare a report for it on the technical and organisational measures it has in place to protect the personal data it is processing on the Council's behalf.

(4) The Contractor shall at its own cost, at the Authority's request, assist the Authority to comply with any requests for access to personal data under Section 7 of the Act and in

particular shall respond to any such request promptly to enable the Council to comply with its obligations under the Act. When requested by the Council the Contractor shall at its own cost promptly provide it with any personal data relating to this Contract.

(5) If the Contractor fails to comply with any provision of this condition, the Council may terminate the Contract immediately in which event the provisions of Condition 20 shall apply.

(6) The Contractor shall indemnify the Council against all claims and proceedings, and all costs and expenses incurred in connection therewith, made or brought against the Council by any person in respect of the Act or equivalent applicable legislation in any other country which claims would not have arisen but for some act, omission, misrepresentation or negligence on the part of the Contractor or its sub-contractors and hold it harmless against all costs, losses and liability whatsoever incurred by it arising out of any action or inaction on its part in relation to any of its obligations as set out in this Contract which results in the Council being in breach of its obligations under the Act or equivalent applicable legislation in any other country.

(7) The Contractor warrants that it has submitted, pursuant to Section 19 (1) of the Act, a notification to the Information Commissioner and shall keep that notification up to date.

(8) The Contractor shall not transfer any personal data outside the European Economic Area unless authorised in writing to do so by the Council.

(9) Upon the termination of this Contract for whatever reason the Contractor shall, unless notified otherwise by the Council or required by law, immediately cease any processing of the personal data on the Council's behalf and as requested by the Council destroy or provide the Council with a copy on suitable media.

(10) The Contractor shall promptly carry out any request from the Council requiring it to amend, transfer or delete the personal data or any part of the personal data.

(11) Where the Contractor is required to collect any personal data on behalf of the Council, it shall ensure that it provides the data subjects from whom the personal data are collected with a data protection notice in a form to be agreed with the Council.

29. Non-discrimination

The Contractor shall not unlawfully discriminate within the meaning and scope of the anti-discrimination legislation within the UK in relation to the provision of the Services or otherwise and shall take all reasonable steps to ensure that all servants, employees or agents of the Contractor and all sub-contractors employed in the execution of the Agreement do not unlawfully discriminate.

30. Welsh Language Act

The Contractor shall for the term of the Contract comply with the principles of the Council's Welsh Language Policies.

31. Other Legislation

The Contractor shall, and shall procure that its sub-contractors, agents and personnel, comply with all applicable law.

32. Contractor Status

Nothing in the Contract shall create or be construed as creating a partnership, joint venture, a contract of employment or relationship of employer and employee, or a relationship of principal and agent between the Council and the Contractor.

33. Transfer of Services

(1) Where the Council intends to continue with services equivalent to any or all of the Services after termination or expiry of the Contract, either by performing them itself or by the appointment of a replacement contractor, the Contractor shall use all reasonable endeavours to ensure that the transition is undertaken with the minimum of disruption to the Council.

(2) The contractor shall co-operate fully during the transition period and provide full access to all data, documents, manuals, working instructions, reports and any information, whether held in electronic or written form, which the Council considers necessary.

34. Law and Jurisdiction

The Contract shall be governed by and construed in accordance with English Law as applied in Wales and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

SCHEDULE 1
The Contractor’s Obligations

SCHEDULE 2
Payment

The Council shall pay the Contractor the sum of.....on the.....

IN WITNESS WHEREOF the Parties have executed this Agreement the day and year first before written

Signed for and on behalf of **Gwynedd Council** : -

.....

Authorised Signatory

Signed for and on behalf of _____ :-

.....

Authorised Signatory

Signed by

.....

DATED : _____.

BETWEEN

GWYNEDD COUNCIL

-and-

RE:

Mrs Dilys A Phillips
Head of Administration and Public Protection
Gwynedd Council
Shirhall Street
Caernarfon
Gwynedd
LL55 1SH