# FOR THE PROVISION OF THE OADBY & WIGSTON ADVICE SERVICE

# BY ………………………………………………………………..

# Two Year contract + one year extension

# 1st July 2024 to 30th June 2026 + 1 year extension option

## PART 1 – GENERAL CONDITIONS

* 1. **PARTY/IES**

This is an Agreement between Oadby and Wigston Borough Council of Brocks Hill Council Offices, Washbrook Lane, Oadby LE2 5JJand

* + - ……………………………………………………………………..

## OBJECT OF AGREEMENT

This contract is for the purpose of providing an Oadby and Wigston based advice and information service to residents of the Borough.

## PERIOD OF THE AGREEMENT

The Agreement will commence on 1st July 2024 for a period of two year with an option to extend for a further year (potentially becoming three years).

## THE PROVIDER’S OBLIGATIONS

1. The provider agrees to provide the services specified in [Part 2](#_bookmark0) of this Agreement (Service Objectives and Specifications).
2. The Council agrees to make the payments specified in [Part 3](#_bookmark1) of this Agreement (Financial arrangements).
3. Should the activity not be delivered, due to unforeseen circumstances or circumstances that the Council considers are the sole fault of the provider, all funding received will be returned to the Council.

## STATUS OF SERVICE PROVIDER

1. In carrying out this Contract, the service provider is acting in their own right as an independent organisation, and not as an agent of the Council.

1. The provider shall not, without the prior written consent of the Council, assign all or any benefit, right or interest under this Agreement or sub-contract the supply of the Services.

## MANAGEMENT

Responsibility for the day to day management of the service is vested in the Chief Financial Officer of the Council. If responsibility changes in the future, the service provider will be informed by the Council.

## THE PROVIDER’S REPRESENTATIVES

The Council and the contracted Provider will each appoint a Contract Officer.

## CONFIDENTIALITY

1. The Council expects that a confidential service is provided and that all matters raised by individual clients are kept confidential.
2. The requirements under the General Data Protection Regulations and Data Protection Act 2018 must be adhered to at all times.

## FREEDOM OF INFORMATION

1. The Council is subject to the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR) (“the Acts”). As part of the Council's duties under the Acts, it may be required to disclose information forming part of the Agreement to anyone who makes a reasonable request. The Council has absolute discretion to apply or not to apply any exemptions under the Acts.
2. The Party/Parties to this contract shall assist and co-operate with the Council (at their own expense) to enable the Council to comply with the information disclosure requirements under the Acts and in so doing will comply with any timescale notified to it by the Council.
3. Without prejudice to the Council’s obligations under the FOIA or EIR, the Party/Parties shall not make any press announcements relating to this service or publicise the Agreement or any part thereof in any way, except with the written consent of the other party and the Council (such consent not to be unreasonably withheld or delayed).
4. The Party/Parties shall take all reasonable steps to ensure the observance of the provisions of this clause by all of their servants including paid and volunteer staff, Trustee Board members, agents, professional advisors and consultants.

## STAFFING

1. Paid and volunteer staff will be recruited and selected with full regard to an equal opportunities policy and procedures approved by the Council.
2. The Provider shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether age, race, gender, religion, disability, sexual orientation or otherwise) in employment
3. Paid staff will be employed and remunerated with full regard to the practices of the Council.
4. If the provider has a finding against it relating to its obligations under 1.10 b) it will provide the Council with:
   * details of the finding; and
   * the steps taken to remedy the situation.

This clause will be effective even if the issue does not directly relate to Oadby & Wigston.

## QUALITY ASSURANCE

The Provider shall undertake to operate the quality assurance systems described in [Part 2](#_bookmark0) of this agreement.

## HEALTH AND SAFETY

The Provider shall have regard to the requirements of the Health and Safety at Work Act, 1974 and any other Acts, Regulations, Directives or Orders etc. about health and safety.

## INSURANCES

1. The Provider will arrange adequate insurances to cover such liabilities as may arise in the course of the contract including Public Liability, Employees Liability and Professional Indemnity. Public Liability Insurance must be no less than £1 million. Employers Liability Insurance must be no less than £1 million. Professional Indemnity Insurance must be no less than £1 million. The Provider is to provide the Council with a copy of the current insurance certificates.
2. The Provider shall be liable for and shall indemnify the Council against any expense, liability, loss, claim or other proceedings arising under any Act of Parliament, Regulation, Directive, Order or at common law in respect of any injury or damage to any real or personal property, where due to the negligence default or omission of the Provider, its servant or agents unless due to any act or default of the Council or of any person for whom the Council is legally responsible.

## DISPUTE RESOLUTION

If either the Provider or the Council considers the other to be in breach of their duties under this contract or has a grievance about some aspect of the operation of the service, they shall make every effort to resolve the issue through joint discussions. Where this fails, the following procedure will apply:

* + - the party wishing to make the complaint should provide the other with written details, including proposals for resolving it;
    - a written response should be sent to the initiating party within 14 days;
    - if the response is not considered to resolve the issue, the initiating party may request in writing to the contract officer a meeting of the authorised signatories (or their successor);
    - where possible the meeting should be held within 14 days of the Contract Officer receiving the request;
    - Where the meeting does not resolve the complaint, the issue should be considered by the relevant Council committee as a confidential item. Any submissions should be sent in advance to the other party and representation permitted;
    - If either party is dissatisfied with the outcome as notified to it in writing within seven days of the meeting, arbitration can be requested and this will take place with a mutually acceptable external party.

## REVIEW

a) This contract may require amendments in the light of experience of implementing its terms. Any party can request the other for a review of the terms at any time if it appears that the contract is not working satisfactorily for the purposes intended. A meeting will be held as soon as practicable after such a request to consider the request. The review can take into account changes in community needs, feedback from clients or other stakeholders, changes in the Council’s corporate objectives and any other relevant factors beyond the control of the contracted Provider.

## TERMINATION

1. The contract can be terminated where there is a serious breach of the contract which cannot be resolved through the Dispute Resolution process.
2. Notice can be served if delivered, personally posted, emailed or faxed to the Contract Officer at the appropriate address, fax number or email address. Contact details are to be exchanged between the Contract Officers at the commencement of the Agreement and kept updated throughout the period of the Agreement.
3. Any notice served personally will be deemed to have been served on the day of delivery, any notice sent by post will be deemed to have been served 48 hours after it was posted, any notice sent by fax will be deemed to have been served 24 hours after it was dispatched and any notice sent by email before 5pm will be deemed to have been served on the day of dispatch and otherwise on the following day save where the deemed date of service falls on a day other than a Saturday or Sunday or a public or bank holiday in England in which case the date of service will be the following day.

## 1.17 CORRUPTION

1. The Provider shall not offer or give, or agree to give, to any employee, agent, servant or representative of the Council any gift or consideration of any kind as an inducement or reward for doing, any act in relation to the obtaining or execution of the Contract or any other contract with the Council, or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any such contract. The attention of the Provider is drawn to the criminal offences under the Bribery Act 2010.
2. Where the Provider engages in prohibited conduct the Council has the right to terminate the Contract with immediate effect and recover the amount of any loss suffered by the Council resulting from the termination, including the costs reasonably incurred by the Council of making alternative arrangements for the provision of the Services and any additional expenditure incurred by the Council throughout the remainder of the contract period; or recover in full from the Provider any other loss sustained by the Council in consequence of any breach of this clause whether or not the Contract has been terminated.

## PART 2 – SERVICE OBJECTIVES AND SPECIFICATIONS

**[SPECIFICATION TO BE INSERTED PRIOR TO SIGNATURE/SEALING]**

**The Provider will supply the service in accordance with the specification template attached.**

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## PART 3 – FINANCIAL

* 1. The Council will pay the annual fee in 12 equal monthly amounts by BACS transfer on the 15th of each month.
  2. All payments to be made under this Agreement are exclusive of VAT.

## Signed on behalf of Oadby and Wigston Borough Council:

Signature:

Name:

Position:

Date:

Address to which communications relating to this agreement should be sent:

Oadby and Wigston Borough Council

Brocks Hill Council Offices

Washbrook Lane

Oadby

Leicester

LE2 5JJ

## Signed on behalf of ……………………………..:

Signature:

Name:

Position:

Date: