**Dated 2023**

1. **Bradford Children and Families Trust Limited**
2. **[Insert Provider Name]**

**Contract for Goods**

**[Insert Contract Title]**

**[Insert Contract Reference]**

**\*\*NOTE TO TENDERERS\*\***

THIS DOCUMENT IS ISSUED AS PART OF THE TENDER PROCESS FOR INFORMATION AND TRANSPARENCY PURPOSES. BIDDERS ARE NOT REQUIRED TO INPUT ANY INFORMATION INTO THE TERMS OR SCHEDULES WHEN SUBMITTING THEIR TENDER.

BIDDERS ARE INFORMED THAT, SUBJECT TO COMPLETION OF THE RELEVANT HIGHLIGHTED INFORMATION AND SCHEDULES, THESE ARE THE TERMS AND CONDITIONS THAT WILL GOVERN THE CONTRACT. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO ENTER INTO THESE **WITHOUT AMENDMENT.**

BIDDERS SHALL NOT BE ENTITLED TO NEGOTIATE OR VARY ANY OF THE TERMS AND CONDITIONS, UNLESS THIS WAS SPECIFICALLY PERMITTED IN THE RELEVANT INVITATION TO TENDER DOCUMENT(S) ISSUED BY THE BRADFORD CHILDREN AND FAMILIES TRUST.

**NOTE TO PROCURERS**

THERE ARE DRAFTING NOTES (“DN”) IN BLUE TEXT CONTAINED IN THIS MODEL FORM CONTRACT THAT WILL REQUIRE COMPLETION **BEFORE PUBLISHING THE CONTRACT AS PART OF THE TENDER DOCUMENTS.**

* ALL DN, INCLUDING THIS NOTE, ARE TO BE REMOVED AND THE RELEVANT CLAUSES AMENDED AS REQUIRED **BEFORE PUBLISHING THE TENDER**.

THE NOTE TO TENDERERS ABOVE SHOULD REMAIN **UNTIL THE FINAL CONTRACT IS ISSUED**

* FIELDS WITH SQUARE BRACKETS ([…]) REQUIRE COMPLETION ONCE THE SUCCESSFUL PROVIDER HAS BEEN IDENTIFIED, AND **BEFORE THE FINAL CONTRACT IS ISSUED.**
* THE EXECUTION BLOCK AT THE END OF THE CONTRACT TERMS IS TO BE UPDATED TO REQUIRE EITHER A SIGNATURE OR APPLICATION OF THE SEAL, AS APPROPRIATE, **BEFORE PUBLISHING THE TENDER**.

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**Date: 2023**

**Parties:**

1. **BRADFORD CHILDREN AND FAMILIES TRUST LIMITED (**Company number: 14060995) Registered office: Sir Henry Mitchell House, 4 Manchester Road, Bradford, United Kingdom, BD5 0QL (“Bradford Children and Families Trust”); and
2. **[Insert Name]** a registered company number [Insert] whose registered office is at [Insert] (“the Provider”)

**Introduction**

1. The Bradford Children and Families Trust {sought} / {placed a contract notice on the Find a Tender Portal, reference number INSERT seeking} {expressions of interest} / {tenders} from providers for the provision of the Goods under this Contract. [DN: Select applicable description for the tender process]
2. The Provider submitted an expression of interest in response.
3. The Bradford Children and Families Trust invited potential goods providers (including the Provider) to tender for the Contract.

[DN: Delete B&C if only one-stage process]

1. The Provider submitted a tender for the provision of the Goods.
2. On the basis of the Provider’s tender, the Bradford Children and Families Trust selected the Provider to deliver the Goods in accordance with the terms and conditions of the Contract.

**Agreed Terms**

Part A - Contract Details

1. Definitions and Interpretation
   1. In the Contract unless the context otherwise requires, the following words shall have the following meanings:

|  |  |
| --- | --- |
| **Achieve KPI** | in respect of any Service in any measurement period, the standard of performance actually achieved by the Provider in the provision of that Service in the measurement period in question |
| **BACS** | means Bacs Payment Schemes Limited |
| **Business Continuity Incident** | means an event or incident defined as a business continuity incident, disaster or event in the Business Continuity Plan |
| **Business Day** | means any day other than a Saturday or Sunday or public holiday in England and Wales . |
| **Change** | means a variation to the Contract or its Schedules |
| **Change Notice** | means a notice to be prepared for the consideration of any Change in accordance with the change control procedure at clause 17 |
| **Charges** | means the charges payable by the Bradford Children and Families Trust to the Provider in respect of the Goods under the terms of this Contract as such charges are set out in Schedule 2. |
| **Commencement Date** | means [DN: insert date] |
| **Commercially Sensitive Information** | means any information identified by the Provider when it is provided to the Bradford Children and Families Trust as information that would cause significant commercial disadvantage or material financial loss if disclosed and/or any information of a commercially sensitive nature relating to the Provider, its intellectual property rights or its business. |
| **Confidential Information** | means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;  and the Commercially Sensitive Information. |
| **Conflict of Interest** | means any actual or potential conflict of interests between the personal or pecuniary interests of the Provider or any of its Staff and the duties owed to the Bradford Children and Families Trust by the Provider under the provisions of the Contract. |
| **Bradford Children and Families Trust Cause** | Means any breach of the obligations of the Bradford Children and Families Trust or any other default, act, omission, negligence or statement of the Bradford Children and Families Trust, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Bradford Children and Families Trust is liable to the Provider; |
| **Bradford Children and Families Trust Premises** | means those premises belonging to the Bradford Children and Families Trust |
| **DBS** | means the Disclosure and Barring Service |
| **Dispute** | means any disagreement or conflict of views that arises between the Parties out of or in connection with the Contract |
| **EIR** | means the Environment Information Regulations 2004 |
| **Expiry Date** | means [DN: insert date] |
| **Fairtrade** | means the Fairtrade Foundation, a registered charity number 1043886 |
| **FOIA** | means the Freedom of Information Act 2000 |
| **Force Majeure Event** | any event, occurrence, circumstance, matter or cause affecting the performance by either Party of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control which prevent or materially delay it from performing its obligations under the Contract but excluding:   1. any industrial dispute relating to the Provider, the Provider Staff (including any subsets of them) or any other failure in the Provider or the subcontractor's supply chain; 2. any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; 3. any failure of delay caused by a lack of funds; 4. any outbreak of an infectious or communicable disease or infestation unless the same shall be the subject of Regulations made under the Public Health (Control of Diseases) Act 1984 that require the Provider to take measures that substantially prevent it from supplying:    1. the Goods; or    2. such amended Goods and terms as the Bradford Children and Families Trust shall propose in writing to the Provider in consequence of such Regulations in order to enable the Contract to remain substantially capable of performance |
| **Goods** | means the goods to be supplied by the Provider to the Bradford Children and Families Trust under the Contract; |
| **Good Industry Practice** | means standards, practices, methods and procedures conforming to the Law, and that degree of skill, care, prudence and foresight and operating practice which would reasonably and ordinarily be expected of a skilled and experienced operator engaged in a similar type of undertaking under the same or similar circumstances, having regard to factors such as the nature and size of the parties, the term, the pricing structure and any other relevant factors. |
| **Insolvency Event** | in respect of a person:   1. if that person is insolvent; 2. if an order is made or a resolution is passed for the winding up of the person (other than voluntarily for the purpose of solvent amalgamation or reconstruction); 3. if an administrator or administrative receiver is appointed in respect of the whole or any part of the person’s assets or business; 4. if the person makes any composition with its creditors or takes or suffers any similar or analogous action to any of the actions detailed in this definition as a result of debt in any jurisdiction. |
| **Invoice Management System** | means the Bradford Children and Families Trust’s system for processing invoices with a supplier portal, up to date details of which can be found via the Bradford Children and Families Trust’s website at [www.bradford.gov.uk](http://www.bradford.gov.uk). |
| **Law** | any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Provider is bound to comply |
| **Prohibited Act** | means any of the following Acts:   1. to directly or indirectly offer, promise or give any person working for or engaged by the Bradford Children and Families Trust a financial or other advantage to:    * 1. induce that person to perform improperly a relevant function or activity; or      2. reward that person for improper performance of a relevant function or activity; 2. 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 the Contract; 3. committing any offence:    * 1. under the Bribery Act 2010;      2. under legislation or common law concerning fraudulent acts; or      3. of defrauding, attempting to defraud or conspiring to defraud the Bradford Children and Families Trust. 4. any activity, practice or conduct which would constitute one of the offences listed under clause (c), if such activity, practice or conduct had been carried out in the UK. |
| **Provider Insolvency Event** | (a) the Provider 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 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 Insolvency Act 1986 OR (being a partnership) has any partner to whom any of the foregoing apply;  (b) the Provider 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 its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of the Provider with one or more other companies or the solvent reconstruction of the Provider;  (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 Provider (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Provider with one or more other companies or the solvent reconstruction of the Provider;  (d) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Provider (being a company);  (e) the holder of a qualifying floating charge over the assets of the Provider (being a company) has become entitled to appoint or has appointed an administrative receiver;  (f) a person becomes entitled to appoint a receiver over the assets of the Provider or a receiver is appointed over the assets of the Provider;  (g) the Provider (being an individual):  (i) is the subject of a bankruptcy petition or order;  (ii) dies; or  (iii) by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation;  (h) a creditor or encumbrancer of the Provider 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 other party's assets and such attachment or process is not discharged within 14 days;  (i) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in (a) to (h) (inclusive); or  (j) the Provider suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business. |
| **Representative** | means the officer named as the contract representative for each Party in the Specification and Tender Return respectively |
| **Request for Information** | means a request for information or an apparent request for information under the FOIA or the EIR and the meaning of the terms Request and Information shall be as defined in the FOIA and/or EIR |
| **Specification** | means the specification for the Goods set out in Schedule 1. |
| **Staff** | means employees, staff, other workers, agents and consultants of the Provider and any Sub-Contractors who are engaged by the Provider for the provision of the Goods and used in the performance of the Provider’s obligations under the Contract. |
| **Sub-Contract** | any contract between the Provider and a third party pursuant to which the Provider agrees to source the provision of any of the Goods from that third party and Sub-Contractor shall mean any third party that enters a sub-contract with the Provider. |
| **Tender** | means the tender submitted by the Provider and accepted by the Bradford Children and Families Trust as set out in Schedule 3. |
| **VAT** | means value added tax in accordance with the provisions of the Value Added Tax Act 1994. |
| **Worker** | means any one of the Provider’s Staff which the Bradford Children and Families Trust, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) applies in respect of the Contract. |

* 1. In the Contract, unless the context otherwise requires:
     1. references to clauses and schedules are references to the relevant clause of and schedule to these terms and conditions unless otherwise stated;
     2. the schedules form part of this Contract
     3. any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
     4. the headings in this Contract are for information only and do not affect the interpretation of the Contract;
     5. references to writing include printing, display on a screen and electronic transmission and other modes of representing or reproducing words in a visible form;
     6. the singular includes the plural and vice versa;
     7. words importing a gender include all genders;
     8. 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
     9. a reference to any Law includes a reference to that law as amended, extended, consolidated or re-enacted from time to time and to any legislation or byelaw made under that law;
     10. the words “including”, "for example" and similar words shall be understood as if they were immediately followed by the words "without limitation".
     11. any obligation on a Party to perform any act, matter or thing includes, unless expressly stated otherwise, an obligation to procure that it is done; and
     12. subject to any express provisions of this Contract to the contrary, the obligations of any Party are to be performed at that Party's own expense.

1. Term
   1. The Contract shall take effect on the Commencement Date and shall expire automatically on the Expiry Date unless it is otherwise terminated in accordance with the provisions of the Contract, or otherwise lawfully terminated, or extended in accordance with the provisions of the Contract.
   2. The Bradford Children and Families Trust may request to extend the Term, by giving not less than one month’s notice, prior to the Expiry Date if it has been provided for in the Specification, subject to the extension provisions described in the Specification. The Provider shall confirm its acceptance or rejection of the offer of extension in accordance with the timescales set out in the request to extend. The terms and conditions of this Contract shall apply throughout any extended period.
2. Warranties and Representations
   1. The Provider acknowledges and confirms that:
      1. it has had an opportunity to carry out a thorough due diligence exercise in relation to the Goods and has asked the Bradford Children and Families Trust all the questions it considers to be relevant, and has received all information requested from the Bradford Children and Families Trust, for the purpose of establishing whether it is able to provide the Goods in accordance with the terms of the Contract;
      2. it has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to it by or on behalf of the Bradford Children and Families Trust;
      3. it has raised all relevant due diligence questions with the Bradford Children and Families Trust before the Commencement Date;
      4. it shall promptly notify the Bradford Children and Families Trust in writing if it becomes aware during the performance of the Contract of any inaccuracies in any information provided to it by the Bradford Children and Families Trust which materially and adversely affects its ability to deliver the Goods or meet any Target KPIs; and
      5. it has entered into the Contract in reliance on its own due diligence.
   2. The Provider warrants and represents that:
      1. it has full capacity and authority to enter into and to perform the Contract;
      2. the Contract is executed by its authorised representative;
      3. it is a legally valid and existing organisation incorporated in the place it was formed;
      4. as at the Commencement Date, all information, statements and representations contained in the Tender remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Bradford Children and Families Trust prior to execution of the Contract and it will advise the Bradford Children and Families Trust of any fact, matter or circumstance of which it may become aware which would render any such information, statement or representation to be false or misleading;
      5. there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its affiliates that might affect its ability to perform the Contract;
      6. it maintains all necessary rights, authorisations, licences and consents to perform its obligations under the Contract;
      7. it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract;
      8. in entering the Contract it has not committed any Prohibited Act; and
      9. it is not impacted by an Insolvency Event.
   3. The warranties and representations in clause 3.2 are repeated each time the Provider provides Goods under the Contract.
   4. The Provider indemnifies the Bradford Children and Families Trust against each of the following:
      1. wilful misconduct of the Provider, any of its Sub-Contractor and/or Provider Staff that impacts the Contract; and
      2. non-payment by the Provider of any tax or National Insurance.
   5. If the Provider becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify the Bradford Children and Families Trust.
   6. All third party warranties and indemnities covering the Goods must be assigned for the Bradford Children and Families Trust's benefit by the Provider.
   7. Save as provided in the Contract, no representations, warranties or conditions are given or assumed by the Bradford Children and Families Trust in respect of any information which is provided to the Provider by the Bradford Children and Families Trust and any such representations, warranties or conditions are excluded, save to the extent that such exclusion is prohibited by Law.
3. Bradford Children and Families Trust’s Obligations
   1. Save as otherwise expressly provided, the obligations of the Bradford Children and Families Trust under the Contract are obligations of the Bradford Children and Families Trust in its capacity as a contracting counterparty and nothing in the Contract shall operate as an obligation upon, or in any other way fetter or constrain the Bradford Children and Families Trust in any other capacity, nor shall the exercise by the Bradford Children and Families Trust of its duties and powers in any other capacity lead to any liability under the Contract (howsoever arising) on the part of the Bradford Children and Families Trust to the Provider. Any instruction, caveat, or other exercise of duties and powers in any other capacity shall not be taken as an express or implied instruction under the Contract.
4. Order of Precedence
   1. In the event of, and only to the extent of, any conflict between the clauses of the Contract, any document referred to in those clauses and the Schedules, the conflict shall be resolved in accordance with the following order of precedence:
      * 1. the clauses of the Contract;
        2. the Specification;
        3. the Schedules (other than the Specification); and
        4. any other document referred to in the clauses of the Contract,

Part B - The Delivery of the Goods

1. Supply of Goods
   1. In consideration of the Bradford Children and Families Trust’s payment of the Charges, the Provider shall supply the Goods to the Bradford Children and Families Trust for the Term subject to and in accordance with the terms and conditions of the Contract and in accordance with the Bradford Children and Families Trust’s requirements as set out in the Specification, the Tender, the Law, Good Industry Practice.
   2. The Provider is not given any sole or exclusive rights in relation to the provision of the Goods.
   3. Without prejudice to the provisions of the Specification and the rest of this Contract, the Provider shall provide the Goods with effect from the Commencement Date.
   4. The Provider must provide the Goods:
      * 1. in compliance with all of the Bradford Children and Families Trust’s instructions;
        2. in accordance with all descriptions and specifications set out in the Specification;
        3. to a professional standard;
        4. using reasonable skill and care;
        5. using Good Industry Practice;
        6. using its own policies, processes and internal quality control measures to the extent that they do not conflict with the Contract;
        7. using staff who are suitably skilled and experienced to perform tasks assigned to them;
        8. on the dates agreed; and
        9. in compliance with all Laws.
   5. Without prejudice to clause 10, the Provider shall provide the Goods, or procure that they are provided:
      * 1. with all reasonable skill and care;
        2. In accordance with any requirements and service standards detailed in the Contract Details;
        3. in all respects in accordance with the Bradford Children and Families Trust's requirements and policies set out in Schedule 1; and
        4. in accordance with all applicable Law.
   6. The Provider must ensure all Goods are of good quality and free from defects.
   7. All Goods delivered must be new (or as new if recycled), unused and of recent origin.
   8. All manufacturer warranties covering the Goods must be assignable to the Bradford Children and Families Trust on request and at no cost to the Bradford Children and Families Trust.
   9. The Provider warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
   10. The Provider must provide all tools, information and instructions the Bradford Children and Families Trust needs to make use of the Goods.
   11. The Bradford Children and Families Trust will not be liable for any actions, claims, costs and expenses incurred by the Provider or any third party during delivery of the Goods unless and to the extent that it is caused by negligence or other wrongful act of the Bradford Children and Families Trust or its servant or agent. If the Bradford Children and Families Trust suffers or incurs any damage or injury (whether fatal or otherwise) occurring in the course of delivery or installation then the Provider shall indemnify from any losses, charges costs or expenses which arise as a result of or in connection with such damage or injury where it is attributable to any act or omission of the Provider or any of its sub-contractors.
2. Delivery
   1. Where timescales for delivery are agreed, late delivery of the Goods will be a default of the Contract.
   2. The Provider must deliver the Goods on the date and to the specified location during the Bradford Children and Families Trust's working hours.
   3. The Provider must provide sufficient packaging for the Goods to reach the point of delivery safely and undamaged.
   4. All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
   5. If, at any time, the Provider becomes aware of any circumstance or occurrence which may lead to a delay in the delivery of the Goods or otherwise adversely affect the Provider’s performance of its obligations under this Contract it shall immediately notify the Bradford Children and Families Trust in writing, providing details of the potential or actual delay. The Provider shall use its best endeavours to avoid and mitigate the impact of any circumstance or occurrence referred to in this clause upon the Bradford Children and Families Trust.
   6. The Bradford Children and Families Trust is entitled to withhold payment for partially delivered or undelivered Goods, but doing so does not stop it from using its other rights under the Contract. All withheld payments shall be of a proportional amount of the Charges that would otherwise have been due and notified to the Provider in accordance with clause 13.10.
   7. If the Bradford Children and Families Trust informs the Provider in writing that the Bradford Children and Families Trust reasonably believes that any part of the Goods does not meet the requirements of the Contract or differs in any way from those requirements, and this is other than as a result of a default by the Bradford Children and Families Trust, the Provider shall at its own expense redeliver the Goods in accordance with the requirements of the Contract within such reasonable time as may be specified by the Bradford Children and Families Trust.
   8. On completion of the delivery of the Goods, the Provider is responsible for leaving any of the Bradford Children and Families Trust Premises it has delivered the Goods at in a clean, safe and tidy condition and making good any damage that it has caused to the Bradford Children and Families Trust's Premises or property, other than fair wear and tear
3. Cancellation
   1. The Provider will notify the Bradford Children and Families Trust of any request that Goods are returned to it or the manufacturer after the discovery of safety issues or defects that might endanger health or hinder performance and shall indemnify the Bradford Children and Families Trust against the costs arising as a result of any such request.
   2. The Bradford Children and Families Trust can cancel any order or part order of Goods which have not been delivered. If the Bradford Children and Families Trust gives less than 14 days' notice then it will pay the Provider's reasonable and proven costs already incurred on the cancelled order provided that the Provider takes all reasonable steps to minimise these costs
4. Risk and Title
   1. The Provider transfers ownership of the Goods on completion of delivery (including off-loading and stacking) or payment for those Goods, whichever is earlier.
   2. Risk in the Goods transfers to the Bradford Children and Families Trust on delivery, subject to the following clause 9.3.
   3. The Bradford Children and Families Trust shall be entitled to inspect the Goods following delivery for any damage and provided that the Bradford Children and Families Trust notifies the Provider within three Business Days of delivery, risk in the Goods shall remain with the Provider.
   4. The Bradford Children and Families Trust may reject any Goods that do not comply with this Contract. The Provider must at its own cost repair, replace, refund or substitute (at the Bradford Children and Families Trust's option and request) any Goods that the Bradford Children and Families Trust rejects, or it shall pay the Bradford Children and Families Trust's costs including repair or re-supply by a third party
5. Bradford Children and Families Trust Cause
   1. If the Provider fails to comply with the Contract as a result of a Bradford Children and Families Trust Cause:
      * 1. the Bradford Children and Families Trust cannot terminate the Contract under clause 38;
        2. the Provider is entitled to reasonable and proven additional expenses and to relief from liability under this Contract;
        3. the Provider is entitled to additional time needed to deliver the Goods; and
        4. the Provider cannot suspend the ongoing supply of Goods
   2. Clause 10.1 only applies if the Provider:
      * 1. gives notice to the Bradford Children and Families Trust within 10 Business Days of becoming aware;
        2. demonstrates that the failure only happened because of the Bradford Children and Families Trust Cause; and
        3. has mitigated where possible the impact of the Bradford Children and Families Trust Cause.
6. Provider Staff
   1. The Provider must allocate sufficient resources and appropriate expertise to the Contract.
   2. The Provider Staff involved in the performance of the Contract must:
      * 1. be appropriately trained and qualified;
        2. be vetted using Good Industry Practice and in accordance with any instructions set out in the Specification; and
        3. comply with all conduct requirements when on Bradford Children and Families Trust Premises.
   3. Where the Bradford Children and Families Trust determines that a member of the Provider's Staff is not suitable to work on the Contract, the Provider must replace them with a suitably qualified alternative.
   4. The Provider must provide a list of Provider Staff and Sub-Contractors who require access to Bradford Children and Families Trust Premises and explain the reasons for access to be required.
   5. The Providers shall limit access to Bradford Children and Families Trust Premises to such Staff as is necessary to enable it to perform its obligations under the Contract and the Provider shall co-operate (and ensure that its Staff co-operate) with such other persons working concurrently on such Bradford Children and Families Trust Premises as the Bradford Children and Families Trust may reasonably request.
   6. The Provider shall (and shall ensure that its Staff and Sub-Contractors shall) observe and comply with such rules and regulations and security requirements as may be in force at any time for the use of such Bradford Children and Families Trust Premises and conduct of personnel at the Bradford Children and Families Trust Premises as determined by the Bradford Children and Families Trust.
   7. Where applicable, the Bradford Children and Families Trust reserves the right to refuse to admit to Bradford Children and Families Trust Premises any person, employed or engaged by the Provider or a Sub-Contractor, whose admission would, in the opinion of the Bradford Children and Families Trust present a risk to the Bradford Children and Families Trust, any third party or the Bradford Children and Families Trust’s property and shall not be obliged to give any reasons for such refusal. The decision of the Bradford Children and Families Trust shall be final and conclusive.

* 1. If requested, the Provider must replace any person whose acts or omissions have caused the Provider to breach this clause 11.
  2. The Provider indemnifies the Bradford Children and Families Trust against all claims brought by any person

employed by the Provider caused by an act or omission of the Provider or any Provider Staff.

1. Premises
   1. If Goods are to be delivered to Bradford Children and Families Trust Premises, the Bradford Children and Families Trust shall provide the Provider with reasonable access to such Bradford Children and Families Trust Premises at reasonable times to supply the Goods. The Provider shall have access to Bradford Children and Families Trust Premises solely for the purpose of performing its obligations under the Contract.
   2. The Provider must take all reasonable care to ensure delivery at any Bradford Children and Families Trust Premises does not disrupt any of the Bradford Children and Families Trust's operations, employees or other contractors.
   3. The Provider will at all times when on Bradford Children and Families Trust Premises comply and cooperate with the Bradford Children and Families Trust’s directions regarding health and safety, security and access to the Bradford Children and Families Trust Premises.
   4. The Provider shall notify the Bradford Children and Families Trust immediately upon becoming aware of any damage caused by the Provider, its agents, employees or Sub-Contractors to any property of the Bradford Children and Families Trust or to any of the Bradford Children and Families Trust Premises.

Part C - Charges

1. Invoicing and Payment
   1. In exchange for the Goods, the Provider shall be entitled to invoice the Bradford Children and Families Trust for the Charges in arrears on a periodical basis as set out in the Pricing Schedule. The Provider shall raise invoices promptly and in any event within 90 days from when the charges are due.
   2. All Charges:
      * 1. exclude VAT, which is payable on provision of a valid VAT invoice; and
        2. include all costs connected with the supply of Goods.
   3. The Provider shall add VAT to the Charges at the prevailing rate as applicable.
   4. The Provider shall indemnify the Bradford Children and Families Trust on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the Bradford Children and Families Trust at any time in respect of the Provider’s failure to account for or to pay any VAT relating to payments made to the Provider under the Contract. Any amounts due under this clause shall be paid by the Provider to the Bradford Children and Families Trust not less than five (5) Business Days before the date upon which the tax or other liability is payable by the Bradford Children and Families Trust.
   5. The Bradford Children and Families Trust must pay the Provider the charges within 30 days of receipt by the Bradford Children and Families Trust of a valid, undisputed invoice, in cleared funds to the Provider's account on the invoice.
   6. A Provider invoice is only valid if it:
      * 1. unless agreed otherwise in writing, is submitted by email to [APInvoices@bradford.gov.uk](mailto:APInvoices@bradford.gov.uk) in accordance with the Bradford Children and Families Trust’s Invoice Management System as amended from time to time. Invoices must:
           1. be in pdf format;
           2. be separated so only one invoice is included in each pdf file;
           3. quote a Bradford Children and Families Trust Purchase Order Number;
           4. be dated;
           5. have a unique invoice number;
        2. includes all appropriate references and other details reasonably requested by the Bradford Children and Families Trust;
        3. includes a detailed breakdown of Goods which have been delivered (if any); and
        4. is supported by any other documentation reasonably required by the Bradford Children and Families Trust to substantiate the invoice.
   7. The Provider shall:
      * 1. receive all purchase orders and submit all invoices by email and receive payment by BACS; or
        2. where the Provider cannot submit invoices electronically at the Commencement Date, take all necessary steps such that he will be in a position to do so within a time period agreed with the Bradford Children and Families Trust.
   8. If there is a dispute between the Parties as to the amount invoiced, the Bradford Children and Families Trust shall pay the undisputed amount. The Provider shall not suspend the provision of the Goods unless the Provider is entitled to terminate the Contract for a failure to pay undisputed sums in accordance with clause 38.3.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 18. Interest shall be payable by the Bradford Children and Families Trust on the late payment of any undisputed sums of money properly invoiced in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 and Late Payment of Commercial Debts Regulations 2013
   9. The Bradford Children and Families Trust may retain or set-off payment of any amount owed to it by the Provider under the Contract or under any other agreement or contract with the Bradford Children and Families Trust if notice and reasons are provided.
   10. If the Bradford Children and Families Trust wishes to
       * 1. set-off any amount owed by the Provider against any amount due to the Provider as set out in clause 13.9; or
         2. exercise its right pursuant to clause 7.6 withhold payment of a proportion of or the whole of the Charges,

it shall give notice to the Supplier within thirty (30) days of receipt of the relevant invoice, setting out the Authority’s reasons for withholding or retaining the relevant Charges.

* 1. Any overpayment by either Party, whether of the Charges or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.
  2. The Provider shall make any payments due to the Bradford Children and Families Trust without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Provider has a valid court order requiring an amount equal to such deduction to be paid by the Bradford Children and Families Trust to the Provider.
  3. The Provider must ensure that all Sub-Contractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this doesn't happen, the Bradford Children and Families Trust can publish the details of the late payment or non-payment.

1. Charges Adjustment on Extension
   1. The Charges shall apply for the Term, subject to the provision of this clause.
   2. In the event that the Bradford Children and Families Trust extends the Contract in accordance with clause 2.2 the Bradford Children and Families Trust may at its own discretion in the six month period prior to the Expiry Date enter into good faith negotiations with the Provider to agree any necessary changes to the Charges.
   3. Any changes which are agreed to the Charge shall take effect from the first day of the period of extension of the Contract.
   4. Any changes agreed to the Charges shall have regard to:
      * 1. any changes to the Provider’s costs of providing the Goods;
        2. any changes to the Goods to be supplied;
        3. the percentage change in the Office of National Statistics’ Consumer Prices Index (CPI) (or another such index specified in the Pricing Schedule) between the Commencement Date and the date 6 months before the end of the Term.

Part D - Contract Governance

1. Complaints
   1. Where the provision of the Goods is made directly to service users for and on behalf of the Bradford Children and Families Trust, then the Provider shall ensure that it has in place a comprehensive and effective complaints management procedure to receive, process and decide complaints from service users about the standard of Goods or about the manner in which any Goods have been supplied or work has been performed or about the materials or procedures used or about any other matter connected with the performance of the Provider's obligations under the Contract.The Provider shall inform the Bradford Children and Families Trust of all such complaints made by service users and the Bradford Children and Families Trust shall be entitled, at its sole discretion, to intervene and investigate such a complaint itself, or alternatively to investigate the Provider’s resolution of a complaint*.*
   2. Where a complaint under clause 15.1 is investigated by the Bradford Children and Families Trust, or a complaint is received by the Bradford Children and Families Trust about the standard of Goods or about the manner in which any Goods have been supplied or work has been performed or about the materials or procedures used or about any other matter connected with the performance of the Provider’s obligations under the Contract, then the Bradford Children and Families Trust shall take all reasonable steps to investigate the complaint. The Bradford Children and Families Trust may, in its sole discretion, uphold the complaint, or take further action in accordance with clause 38.1 (Termination on Provider Default).
   3. Without prejudice to any other rights of the Bradford Children and Families Trust including its rights under clause 38 (Termination on Provider Default), in the event that the Bradford Children and Families Trust is of the reasonable opinion that there has been a material breach of the Contract by the Provider, then the Bradford Children and Families Trust may, do any of the following:
      * 1. without terminating the Contract, itself supply or procure the supply of all or part of the Goods until such time as the Provider shall have demonstrated to the reasonable satisfaction of the Bradford Children and Families Trust that the Provider will once more be able to supply all or such part of the Goods in accordance with the Contract;
        2. without terminating the whole of the Contract, terminate the Contract in respect of part of the Goods only (whereupon a corresponding reduction in the Charges shall be made) and thereafter itself supply or procure a third party to supply such part of the Goods;
        3. terminate, in accordance with clause 38 (Termination on Provider Default), the whole of the Contract; and/or
        4. charge the Provider for and the Provider shall pay any costs reasonably incurred by the Bradford Children and Families Trust (including any reasonable administration costs) in respect of the supply of any part of the Goods by the Bradford Children and Families Trust or a third party to the extent that such costs exceed the
2. Cumulative Remedies
   1. Except as otherwise expressly provided by the Contract, all remedies available to either Party for breach of the Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
3. Variation and Change Control
   1. Either Party may request or recommend a Change to this contract in accordance with the change control procedure as set out in this clause 17.
   2. The Bradford Children and Families Trust may request a variation, provided that such Change will not constitute a significant variation to the Contract, by providing written notice to the Provider of the proposed Change with sufficient detail to allow the Provider to prepare a Change Notice.
   3. The Provider shall prepare a Change Notice for any Change requested by the Bradford Children and Families Trust, or recommended by the Provider. The Change Notice shall contain:
      * 1. the title of the Change;
        2. the originator and date of the request or recommendation for the Change;
        3. the purpose of the Change;
        4. full details of the Change, including any specifications;
        5. the price implications, if any, of the Change;
        6. a timetable for implementation, together with any proposals for acceptance of the Change;
        7. a schedule of payments if appropriate;
        8. details of the likely impact, if any, of the Change on other aspects of the Contract including:
           1. the timetable for the provision of the Change;
           2. the personnel to be provided;
           3. the Charges;
           4. the documentation to be provided;
           5. the training to be provided;
           6. working arrangements;
           7. other contractual issues;
        9. provision for signature by the Bradford Children and Families Trust and the Provider; and
        10. details of how the costs that would be incurred by the parties if the Change subsequently results in the termination of the Contract will be apportioned.
   4. In assessing the implications to the Charges of any Change the Provider shall ensure that any alteration reflects a fair and proportionate change based upon the reasonable costs of a well-run provider of Goods. Any change to the Charges must be reasonable having regard in particular to the prices and/or rates tendered by the Provider.
   5. The Provider shall accept a Change unless it can demonstrate in the Change Notice that it will result in: -
      * 1. a material change to the nature of the Goods; or
        2. a material and adverse impact on the provision of the Goods; or
        3. a material and adverse impact on the Provider’s organisation which is not compensated for by the proposed change in pricing
   6. Upon receipt of a Change Notice from the Provider, the Bradford Children and Families Trust, unless otherwise agreed between the Parties, shall have fifteen (15) Business Days to consider the implications of the Change Notice and either:
      * 1. request further detail form the Provider;
        2. notify the Provider that it accepts the Change Notice; or
        3. notify the Provider that it rejects the Change Notice.
   7. Until such time as a Change is agreed in accordance with this clause, the Parties shall, unless otherwise agreed in writing, continue to perform the Contract in compliance with its terms before such Change.
   8. If the Bradford Children and Families Trust accepts the Change Notice, the Parties shall record the detail of the Change Notice in a variation agreement which shall be binding once signed by the Parties.
4. Dispute Resolution
   1. In the event of any Dispute between the Parties arising out of or in connection with the Contract, the Parties’ Representatives shall seek in good faith to resolve it between themselves within fifteen (15) Business Days.
   2. If the period of fifteen (15) Business Days set out in clause 18.1 elapses without resolution by the Representatives, the Dispute shall be escalated to the Parties’ Chief Executive officers to seek to meet and settle the Dispute in good faith.
   3. If the Chief Executives cannot for any reason resolve the Dispute within twenty (20) Business Days of it being referred to them, the Parties will attempt to settle the Dispute by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. To initiate the mediation, a party must serve notice in writing (ADR notice) to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR. The mediation will start not later than 28 days after the date of the ADR notice.
   4. The commencement of mediation shall not prevent the parties commencing or continuing court or arbitration proceedings in relation to the Dispute under clause 56 which clause shall apply at all times.
   5. The Provider agrees that the Bradford Children and Families Trust has the exclusive right to refer any dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.
   6. The Bradford Children and Families Trust has the right to refer a dispute to arbitration even if the Provider has started or has attempted to start court proceedings, unless the Bradford Children and Families Trust has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under clause 18.5.

* 1. The obligations of the Parties under the Contract shall not be suspended, cease or be delayed by any Dispute or during any Dispute resolution process and the Provider shall comply fully with the requirements of the Contract at all times.

Part E – Information Handling

1. Information Governance
   1. The Provider shall comply with the Law and Good Industry Practice in regards to information governance and where sub-contracting has been approved by the Bradford Children and Families Trust the Provider shall procure that all sub-contractors similarly comply.
   2. The Provider must, as a minimum, take the following information good practice measures in relation to all information involved in the delivery of the Contract:
      * 1. Ensure that removable devices such as laptops & other mobile devices are encrypted;
        2. Maintain secure file storage;
        3. Shred and securely dispose of all confidential paper waste;
        4. Make secure arrangements for the scrapping/disposal of any computer hard drives or other electronic media;
        5. Lock away all unsecured material;
        6. Ensure that vacated furniture, vehicles, rooms and buildings are clear of unsecured information;
        7. Move information in a secure fashion in both digital and paper media;
        8. Ensure that all removable media such as USB flash drives is securely encrypted;
        9. Not process Confidential Information in public places;
        10. Follow email good practice as follows:
            1. Encrypt all emails containing Confidential Information;
            2. Ensure that only the information required is sent in any email.
2. Confidentiality
   1. Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in the Contract, both Parties shall:
      1. keep all Confidential Information it receives from the other Party confidential and secure;
      2. not disclose, use or exploit the other Party's Confidential Information without that Party's prior written consent, except for the purposes anticipated under the Contract; and
      3. immediately notify the other Party if it suspects unauthorised access, copying, use or disclosure of its Confidential Information.
   2. Notwithstanding clause 20.1 Confidential Information received by a Party may be disclosed by that Party in any of the following instances:
      * 1. disclosure is required by applicable Law or by a court with the relevant jurisdiction if the recipient Party notifies the disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
        2. the recipient Party already had the information in its possession without obligation of confidentiality before it was disclosed by the disclosing Party;
        3. the information was given to it by a third party without obligation of confidentiality;
        4. the information was in the public domain at the time of the disclosure;
        5. the information was independently developed without access to the disclosing Party’s Confidential Information;
        6. where it is required by the Party’s auditors or for the purposes of regulatory requirements;
        7. where a Party discloses the information to its professional advisors on a need to know basis and subject to a duty of confidentiality; or
        8. to the Serious Fraud Office where the recipient Party has reasonable grounds to believe that the disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.
   3. The Provider may disclose Confidential Information on a confidential basis to its Staff who are directly involved in the provision of the Goods and on a need-to-know basis to allow the Provider to meet its obligations under the Contract. The Provider shall ensure its Staff are aware of and comply with the obligations of confidentiality set out in this clause. The Provider shall, where the Bradford Children and Families Trust reasonably requests, require its Staff to sign a confidentiality agreement prior to the disclosure of any Confidential Information.
   4. The Bradford Children and Families Trust may, disclose Confidential Information where it is or is related to an item of business at a meeting of the Bradford Children and Families Trust or of any committee, sub-committee or joint committee of the Bradford Children and Families Trust or is or is related to a decision of the Executive and it is not reasonably practicable for that item of business to be transacted or for that executive decision to be made without reference to the Confidential Information PROVIDED THAT where the Confidential Information is exempt information within the meaning of section 101 of the Local Government Act 1972 (as amended) the Bradford Children and Families Trust shall consider properly whether or not to exercise its powers under Part V of that Act or (in the case of executive decisions) under the Local Authorities (Executive Arrangements) (Access to Information) (England) Regulations 2000 as amended to prevent the disclosure of that Confidential Information and in so doing shall give due weight to the interests of the Provider and where reasonably practicable shall consider any representations made by the Provider.
   5. The Bradford Children and Families Trust shall not be prevented by this clause from disclosing any Confidential Information:
      * 1. where requested by Parliament, or in the circumstances described in clause21.2.
        2. on a confidential basis to any other Local Authority, any successor body to a Local Authority or any company that the Bradford Children and Families Trust transfers or proposes to transfer all or any part of its business;
        3. to other Crown Bodies or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown Body or any Contracting Authority;
   6. Neither Party shall be prevented from using any techniques, ideas or know-how which were in its possession prior to the commencement of this Contract or which are gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other Party's Confidential Information or an infringement of intellectual property rights.
3. Freedom of Information
   1. The Provider acknowledges that the Bradford Children and Families Trust is subject to the requirements of the FOIA and the EIR and the Provider shall:
      * 1. provide assistance and cooperation to the Bradford Children and Families Trust to enable the Bradford Children and Families Trust to comply with its Information disclosure obligations;
        2. transfer to the Bradford Children and Families Trust all Requests for Information that it receives in relation to the Contract as soon as practicable and in any event within 2 Business Days of receipt;
        3. provide the Bradford Children and Families Trust with a copy of all Information requested in the Request for Information which is in its possession or control in the form that the Bradford Children and Families Trust requires within 5 Business Days (or such other period as the Bradford Children and Families Trust may reasonably specify) of the Bradford Children and Families Trust requesting such;
        4. not respond directly to a Request for Information.
   2. The Provider acknowledges that the Bradford Children and Families Trust may be obliged under the FOIA and EIR to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Provider. The Bradford Children and Families Trust shall take reasonable steps to notify the Provider of a Request for Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in the Contract) the Bradford Children and Families Trust shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the FOIA and/or the EIR.
   3. The Provider acknowledges that the Bradford Children and Families Trust may be required to publish specified information pertaining to the Contract pursuant to the Local Government Transparency Code 2015 (or any amendment or replacement of that code) as published by the Ministry for Housing, Communities and Local Government.
   4. Where the Provider considers that any information in relation to the Contract should not be available for disclosure, it will identify it specifically and explain the grounds for exemption from disclosure and the time period applicable to that sensitivity. Such identification shall be of indicative value only and is subject to the obligations of disclosure on the Bradford Children and Families Trust as described in this clause 21.
4. Publicity
   1. The Provider shall not, and shall ensure that its Staff and Sub-Contractors shall not:
      * 1. make any press announcements or publicise the Contract or its contents in any way; or
        2. use the Bradford Children and Families Trust’s name or logo in any promotion or marketing or announcement of orders,

except as required by Law, any government or regulatory authority, any court or other authority of competent jurisdiction, without the prior written consent of the Bradford Children and Families Trust, which shall not be unreasonably withheld or delayed.

* 1. The Provider acknowledges that:
     + 1. the Bradford Children and Families Trust shall publish any information relating to the Contract which it is required to publish pursuant to Part 2 of the Local Government Transparency Code 2015 (the Transparency Code) (including without limitation paragraphs 26 and 27 of the Transparency Code); and
       2. the Bradford Children and Families Trust may publish any information relating to the Contract referred to in Part 3 of the Transparency Code.
  2. The Provider shall not do anything or cause anything to be done, which may damage the reputation of the Bradford Children and Families Trust or bring the Bradford Children and Families Trust into disrepute.
  3. The provisions of this clause 22 shall apply throughout the duration of this Contract and indefinitely beyond either its expiry or termination.

1. Audit Rights
   1. The Provider must ensure that suitably qualified representatives attend progress meetings with the Bradford Children and Families Trust and provide progress reports when specified in the Specification.
   2. The Provider must keep and maintain full and accurate records and accounts on all matters related to the Contract for seven years after the date of expiry or termination of the Contract.
   3. The Provider must allow any auditor appointed by the Bradford Children and Families Trust access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for the audit.
   4. The Provider must provide information to the auditor and reasonable co-operation at their request.
   5. If the Provider is not providing any of the Goods, or is unable to provide them, it must immediately:
      * 1. tell the Bradford Children and Families Trust and give reasons;
        2. propose corrective action; and
        3. provide a deadline for completing the corrective action.
   6. If the Bradford Children and Families Trust, acting reasonably, is concerned as to the financial stability of the Provider such that it may impact on the continued performance of the Contract then the Bradford Children and Families Trust may:
      * 1. require that the Provider provide to the Bradford Children and Families Trust (for its approval) a plan setting out how the Provider will ensure continued performance of the Contract and the Provider will make changes to such plan as reasonably required by the Bradford Children and Families Trust and once it is agreed then the Provider shall act in accordance with such plan and report to the Bradford Children and Families Trust on demand; and
        2. if the Provider fails to provide a plan or fails to agree any changes which are requested by the Bradford Children and Families Trust or fails to implement or provide updates on progress with the plan, terminate the Contract immediately for material breach (or on such date as the Bradford Children and Families Trust notifies).

Part F – Statutory Compliance

1. Bribery and Fraud
   1. The Provider represents and warrants that neither it, nor to the best of its knowledge any of its Staff, have at any time prior to the Commencement Date:
      * 1. committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act;
        2. been 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 contracts on the grounds of a Prohibited Act.
   2. The Provider shall not during the term of this Contract:
      * 1. commit a Prohibited Act; and/or
        2. do or suffer anything to be done which would cause the Bradford Children and Families Trust or any of the Bradford Children and Families Trust’s employees, consultants, Providers, Sub-Contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.
   3. The Provider shall during the term of this Contract:
      * 1. establish, maintain and enforce, and require that its Sub-Contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act; and
        2. keep appropriate records of its compliance with its obligations under clause 24.1 and make such records available to the Bradford Children and Families Trust on request.
   4. The Provider shall immediately notify the Bradford Children and Families Trust in writing if it becomes aware of any breach of clause 24.1 and/or 24.2, or has reason to believe that it has or any of the Provider Personnel have:
      * 1. been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
        2. been 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 contracts on the grounds of a Prohibited Act; and/or
        3. received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Contract or otherwise suspects that any person or Party directly or indirectly connected with this Contract has committed or attempted to commit a Prohibited Act.
   5. If the Provider makes a notification to the Bradford Children and Families Trust pursuant to clause 24.4, the Provider shall respond promptly to the Bradford Children and Families Trust’s enquiries, co-operate with any investigation, and allow the Bradford Children and Families Trust to audit any books, records and/or any other relevant documentation in accordance with clause 23.
   6. If the Provider is in default under clauses 24.1 and/or 24.2, the Bradford Children and Families Trust may by notice:
      * 1. require the Provider to remove from performance of this Contract any Provider Staff whose acts or omissions have caused the default; or
        2. immediately terminate this Contract and recover from the Provider the amount of any loss suffered by the Bradford Children and Families Trust resulting from the termination, including the cost reasonably incurred by the Bradford Children and Families Trust of making other arrangements for the supply of the Goods and any additional expenditure incurred by the Bradford Children and Families Trust throughout the remainder of the Contract.
   7. Any notice served by the Bradford Children and Families Trust under clause 24.6 shall specify the nature of the Prohibited Act, the identity of the Party who the Bradford Children and Families Trust believes has committed the Prohibited Act and the action that the Bradford Children and Families Trust has elected to take (including, where relevant, the date on which this Contract shall terminate).
2. Equality and Diversity
   1. The Provider shall, and shall procure that its Staff shall, perform all its obligations under the Contract in accordance with:
      * 1. all applicable equality Law, including protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise;
        2. the Bradford Children and Families Trust’s equality and diversity policy as updated from time to time; and
        3. any other requirements and instructions which the Bradford Children and Families Trust reasonably imposes in connection with any equality obligations imposed on the Bradford Children and Families Trust at any time under applicable equality Law.
   2. The Provider shall at all times comply with the provisions of the Equality Act 2010 (as amended or replaced) and take all necessary steps, and inform the Bradford Children and Families Trust of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation).
   3. The Provider shall at all times comply with the provisions of the Human Rights Act 1998 in the performance of the Contract. The Provider shall also undertake, or refrain from undertaking, such acts as the Bradford Children and Families Trust requests so as to enable the Bradford Children and Families Trust to comply with its obligations under the Human Rights Act 1998.
3. Modern Slavery & Human Trafficking
   1. The Provider shall at all times comply with
      * 1. all applicable anti-slavery and human trafficking Law from time to time in force including, but not limited to, the Modern Slavery Act 2015, the Gangmasters Licensing Act 2004, the National Minimum Wage Act 1998, and the Immigration Act 2016;
        2. the Bradford Children and Families Trust’s Modern Slavery Statement as amended from time to time; and
        3. all policies and procedures the Provider has in place.
   2. The Provider shall provide any information required by the Bradford Children and Families Trust including all information and reports requested:
      * 1. to allow the Bradford Children and Families Trust to make reports under the Transparency in Supply Chains Provision (s54) of the Modern Slavery Act 2015; and
        2. in relation to the processes the Bradford Children and Families Trust has in place as a result of its implementation of the Co-Operative Party’s Charter Against Modern Slavery.
   3. The Provider shall:
      * 1. have and maintain in place throughout the term of the Contract its own policies and procedures to ensure its compliance with anti-slavery and human trafficking Law;
        2. adopt and maintain in place a whistle-blowing policy which enables its Staff to disclose any suspected examples of modern slavery;
        3. not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK;
        4. include in its contracts with its direct Sub-Contractors and suppliers anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause; and
        5. implement due diligence procedures for its direct Sub-Contractors and suppliers and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.
   4. The Provider shall notify the Bradford Children and Families Trust as soon as it becomes aware of:
      * 1. any breach, or potential breach, of this clause 26; or
        2. any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Contract.
   5. Where the Provider becomes aware that a person(s) is or is suspected of being a victim of slavery or human trafficking they shall without undue delay notify the relevant public authority and put in place safeguarding measures to protect that person(s) from further immediate harm, and shall notify the Bradford Children and Families Trust at the earliest practicable opportunity of the fact and the actions taken.
   6. Breach by the Provider of this clause 26 shall constitute a material breach incapable of remedy.
4. Health and Safety Legislation
   1. The Provider shall (and shall ensure that all Staff, Sub-Contractors and other related parties shall) at all times comply with all relevant health and safety procedures which shall include the requirements of the Health and Safety at Work etc. Act 1974, all other applicable Law, its own health and safety policies and safe working systems (to be produced to the Bradford Children and Families Trust on request), and any relevant health and safety plans for the Bradford Children and Families Trust Premises.

* 1. Each Party shall promptly notify the other of any incidents on the Bradford Children and Families Trust Premises or otherwise related to the provision of the Goods which are or may give rise to a health and safety or an environmental hazard.
  2. Breach by the Provider of this clause 27 shall be deemed a material breach incapable of remedy

1. Environmental Law
   1. When working on Bradford Children and Families Trust Premises the Provider must perform its obligations in accordance with the Bradford Children and Families Trust's current policies in relation to the environment and sustainable communities as may be amended from time to time, and which deal with the Bradford Children and Families Trust’s approach to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, and in accordance with all applicable environmental Law.

* 1. The Provider acknowledges and agrees to support the Bradford Children and Families Trust’s commitments in relation to the environment and shall:
     + 1. gather and provide any information requested by the Bradford Children and Families Trust to demonstrate the Provider’s compliance with this clause 28; and
       2. participate in the development of local or regional multi-agency climate change quality indicators and or carbon reduction plans where required by the Bradford Children and Families Trust.

1. Fairtrade

Any commitments made in relation to Fairtrade certified standards in the supply chain of the Provider which were made as a result of a risk assessment during the Tender process shall be adhered to and delivered as per the Tender. Unless prior written consent of the Bradford Children and Families Trust to vary such commitments has been obtained, failure to meet this clause 29 shall be considered a material breach of the Contract.

1. Social Value
   1. Any commitments that the Provider has made in its Tender in relation to Social Value shall be adhered to and delivered as set out, unless prior written consent of the Bradford Children and Families Trust to vary such commitments has been obtained. Failure to do so shall be considered a material breach of the Contract.
2. Income Tax and National Insurance
   1. The Provider must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. The Bradford Children and Families Trust cannot terminate the Contract where the Provider has not paid a minor tax or social security contribution.
   2. Where the Provider or any Provider Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under the Contract, the Provider must both:
      * 1. comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and
        2. indemnify the Bradford Children and Families Trust against any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Goods by the Provider or any of the Provider Staff.
   3. If any of the Provider Staff are Workers who receive payment relating to the Goods, then the Provider must ensure that its contract with the Worker contains the following requirements:
      * 1. the Bradford Children and Families Trust may, at any time during the term of the Contract, request that the Worker provides information which demonstrates either that they comply with clause 31.2, or why those requirements do not apply the Worker. The Bradford Children and Families Trust can specify the information the Worker must provide and the deadline for responding;
        2. the Worker's contract may be terminated at the Bradford Children and Families Trust's request if the Worker fails to provide the information requested by the Bradford Children and Families Trust within the time specified by the Bradford Children and Families Trust.
        3. the Worker's contract may be terminated at the Bradford Children and Families Trust's request if the Worker provides information which the Bradford Children and Families Trust considers isn’t good enough to demonstrate how it complies with clause 31.2 or confirms that the Worker is not complying with those requirements;
        4. the Bradford Children and Families Trust may supply any information they receive from the Worker to HM Revenue and Customs for revenue collection and management.
   4. Breach by the Provider of this clause 31 shall be deemed a material breach incapable of remedy.
3. Taxation
   1. The Provider shall:
      * 1. not engage in any activity, practice or conduct which would constitute either:
           1. a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017; or
           2. a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017;
        2. have and shall maintain in place throughout the term of the Contract such policies and procedures as are both reasonable to prevent the facilitation of tax evasion by another person (including without limitation employees of the Provider) and to ensure compliance with clause 35.1(a);
        3. promptly report to the Bradford Children and Families Trust any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017;
        4. within 1 month of the date of the Contract, and annually thereafter, certify to the Bradford Children and Families Trust in writing signed by an officer of the Provider, compliance with this clause 32 by the Provider and all persons associated with it under clause 32.2. The Provider shall provide such supporting evidence of compliance as the Bradford Children and Families Trust may reasonably request.
   2. The Provider shall ensure that any person associated with the Provider who is performing services and/or providing goods in connection with the Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Provider in this clause 35 (Relevant Terms). The Provider shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Bradford Children and Families Trust for any breach by such persons of any of the Relevant Terms. For the purposes of this clause 32.2 a person associated with the Provider includes but is not limited to any Sub-Contractor of the Provider.
   3. Breach by the Provider of this clause 32 shall be deemed a material breach incapable of remedy.
4. Living Wage
   1. For the duration of the Term, the Provider shall and shall procure that its Sub-Contractors shall, pay the Real Living Wage (with all increases in the Real Living Wage to be applied within 30 days of taking effect).
   2. For the purposes of this clause 33, Real Living Wage shall refer to the “real living wage” for areas outside of London as defined by the Living Wage Foundation from time to time on its website, https://www.livingwage.org.uk/.
   3. Breach of this clause 33 shall be deemed a material breach.
5. Zero Hours Contracts
   1. For the duration of the Term, the Provider shall and shall procure that its Sub-Contractors shall, not employ or engage any person on a Zero Hours Contract without the prior written approval of the Bradford Children and Families Trust to the use of Zero Hours Contracts.
   2. For the purposes of clause 34.1, Zero Hours Contract shall refer to a contract under which a person (the employee) is engaged or employed by another person or organisation (the employer) to work for the employer, but under which the employee has no expectation of being given work and the employer is not obliged to provide any work. For the purposes of this clause 34, it is not material whether or not the Zero Hours Contract contains provision restricting the employee from taking up other employment or work.
   3. Breach by the Provider of this clause 34 shall be deemed a material breach.

Part G – Liabilities and Indemnities

1. Indemnities
   1. Subject to the provisions of clause 36, the Provider shall indemnify and keep indemnified the Bradford Children and Families Trust in full from and against all claims, proceedings, actions, damages, costs, expenses and any other liabilities which may arise out of, or in consequence of, the supply, or late or purported supply, of the Goods or the performance or non-performance by the Provider of its obligations under the Contract or the presence of the Provider or any Staff on Bradford Children and Families Trust Premises, including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Provider, or any other loss which is caused directly or indirectly by any act or omission of the Provider. The Provider shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Bradford Children and Families Trust or by breach by the Bradford Children and Families Trust of its obligations under the Contract or any applicable Law.
2. Liability
   1. Neither Party shall be liable, as far as is permitted by Law, to the other for any indirect special or consequential loss or damage in connection with the Contract, including any loss of (whether direct or indirect):
      * 1. profits;
        2. business;
        3. revenue;
        4. or damage to goodwill; and/or
        5. savings (whether anticipated or otherwise);
   2. Each Party shall use all reasonable endeavours to minimise and mitigate any loss or damage which it suffers and for which it is entitled to bring a claim against the other Party under or in connection with the Contract, including any indemnities.
   3. Notwithstanding any other provision in the Contract, neither Party limits or excludes its liability for:
      * 1. death or personal injury caused by its negligence, or that of its Staff;
        2. bribery, fraud or fraudulent misrepresentation by the Party or its Staff;
        3. breach of any obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982; or
        4. any other act or omission, liability for which may not be limited under any applicable law
   4. Notwithstanding any other provision in the Contract, the Provider does not limit or exclude its liability for any indemnity given under clauses 3.4, 11.9, 13.4, or 31.2(ii).
3. Insurance
   1. The Provider shall at its own cost effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Provider arising out of the Provider’s performance of its obligations under the Contract, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Provider. The Provider shall hold employer’s liability insurance in respect of Staff in accordance with any legal requirement from time to time in force.
   2. All insurance policies shall be maintained for the duration of the term and for a minimum of 6 (six) years following the expiration or earlier termination of the Contract.
   3. The Provider shall provide evidence of such insurance policies as may be requested by the Bradford Children and Families Trust.
   4. If for any reason the Provider fails to give effect to and maintain the insurances required by this clause 37 the Bradford Children and Families Trust may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Provider.
   5. The Provider shall not take any action or fail to take any reasonable action, or permit anything to occur which is within its control, which would entitle any insurer to refuse to pay any claim under any insurance policies.

The provisions of any insurance or the amount of cover shall not relive the Provider of any liabilities under the Contract. It shall be the responsibility of the Provider to determine the amount of insurance cover that will be adequate to enable to Provider to satisfy any liability under this Contract.

Part H – Termination and Exit

1. Termination Rights for the Bradford Children and Families Trust
   1. Without affecting any other right or remedy available to it, the Bradford Children and Families Trust may terminate this Contract with immediate effect or on the expiry of the period specified in the notice of termination by giving written notice to the Provider if any of the provisions of Regulation 73(1) of the Public Contracts Regulations 2015 apply.

**Termination on Insolvency and Change of Control**

* 1. Without affecting any other right or remedy available to it, the Bradford Children and Families Trust may terminate this Contract with immediate effect or on the expiry of the period specified in the notice of termination by giving written notice to the Provider if one or more of the following circumstances occurs or exists:
     1. there is a change of control of the Provider (within the meaning of section 1124 of the Corporation Tax Act 2010) which is not approved in writing in advance by the Bradford Children and Families Trust;
     2. there is a Provider Insolvency Event.

**Termination of Provider Default**

* 1. Without affecting any other right or remedy available to it, the Bradford Children and Families Trust may terminate this Contract with immediate effect or on the expiry of the period specified in the notice of termination by giving written notice to the Provider if one or more of the following circumstances occurs or exists:
     1. the Provider commits a default that is a material breach of this agreement;
     2. the Provider commits a default which is irremediable or which the Provider fails to remedy within 15 Business Days of being notified in writing to remedy;
     3. the Provider repeatedly breaches any of the terms of this Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Contract;
     4. the Provider fails to pay any amount due under this Contract on the due date for payment and remains in default not less than ten (10) Business Days after being notified in writing to make such payment;
  2. In the event that through any Default of the Provider, data transmitted or processed in connection with the Contract is either lost or sufficiently degraded as to be unusable, the Provider shall be liable for the cost of reconstitution of that data and shall reimburse the Bradford Children and Families Trust in respect of any charge levied for its transmission and any other costs charged in connection with such Default of the Provider.
  3. For the purposes of clause 38.3.1 a material breach means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the Bradford Children and Families Trust would otherwise derive from a substantial portion of the Contract.
  4. In deciding whether a material breach has occurred, no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

1. Suspension of Contract
   1. Where the Bradford Children and Families Trust has the right to terminate the Contract it can terminate or suspend (for any period), all or part of it. If the Bradford Children and Families Trust suspends the Contract it can provide the Goods itself or purchase them from a third party.
   2. The Bradford Children and Families Trust can only partially terminate or suspend the Contract if the remaining parts of it can still be used to effectively deliver the intended purpose.
   3. The Parties must agree any necessary variation required by clause 39.1, but the Provider may not either:
      * 1. reject the variation; or
        2. increase the Charges.
   4. The Bradford Children and Families Trust shall retain its other rights that may be available, or subsequently available to it, in the event it acts on its rights under clause 39.1.
2. Termination Rights for the Provider
   1. If the Bradford Children and Families Trust does not pay an undisputed invoice within 30 days as provided in clause 13.5 then the Provider may issue a reminder notice. If the Bradford Children and Families Trust fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract value or £1,000, whichever is the lower, within 30 days of the date of the reminder notice the Provider may terminate the Contract with immediate effect by issuing a termination notice in writing.
   2. If the Provider terminates the Contract under clause 40.1:
      * 1. the Bradford Children and Families Trust must promptly pay all outstanding charges incurred to the Provider;
        2. the Bradford Children and Families Trust must pay the Provider reasonable committed and unavoidable losses as long as the Provider provides a fully itemised and costed schedule with evidence. The maximum value of this payment is limited to the total sum payable to the Provider if the Contract had not been terminated;
        3. clauses 41.1(iv) to 41.1(vii) will apply.
3. Consequences of Termination
   1. Where the Bradford Children and Families Trust terminates the Contract under clause 38.2 or 38.3 the following apply:
      * 1. the Provider is responsible for the Bradford Children and Families Trust's reasonable costs of re-procuring a replacement Contract;
        2. the Bradford Children and Families Trust's payment obligations under the terminated Contract stop immediately other than payments in respect of unpaid undisputed Charges for Goods received up until the date of termination;
        3. any of the rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination are not affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination;
        4. the Provider must promptly return any of the Bradford Children and Families Trust's property provided under the Contract;
        5. the Provider must, at no cost to the Bradford Children and Families Trust, give all reasonable assistance to the Bradford Children and Families Trust and any incoming Provider and co-operate fully in the handover and re-procurement of the Contract;
        6. any clauses which are expressly or by implication intended to continue shall survive the termination of the Contract.
4. Business Continuity
   1. The Provider shall within 6 months of the Commencement Date prepare in draft a plan (Business Continuity Plan) which shall be presented to the Bradford Children and Families Trust. The Business Continuity Plan must contain:
      * 1. Descriptions and definitions of Business Continuity Incidents covered by the Business Continuity Plan;
        2. The procedures to be adopted by the Provider in the event of a Business Continuity Incident (including the procedures to be taken by the Provider in planning and providing for any such event);
        3. What protections will be put in place for the Bradford Children and Families Trust to secure continuity of provision of the Goods;
        4. How impact on service users will be minimised or eliminated;
        5. Regular reviews of the Business Continuity Plan and detail of how frequently the Business Continuity Plan will be updated;
        6. Such other matters as the Bradford Children and Families Trust may reasonably require.
   2. Once the Bradford Children and Families Trust has approved a Business Continuity Plan, the Provider shall comply at all times with the relevant provisions of the Business Continuity Plan.
   3. Any updates to the Business Continuity Plan shall be notified to the Bradford Children and Families Trust who may make representations prior to implementation of the update(s). The Bradford Children and Families Trust shall be provided with no less than 15 Business Days in which to make such representations.
   4. The Bradford Children and Families Trust shall be entitled to receive copies of the Business Continuity Plan on demand.
   5. Following the declaration of a Business Continuity Incident, the Provider shall:
      * 1. implement the Business Continuity Plan;
        2. continue to provide Goods to the Bradford Children and Families Trust in accordance with the Business Continuity Plan; and
        3. restore its actions to normal within the period laid out in the Business Continuity Plan.
5. Force Majeure
   1. Subject to the remaining provisions of this clause, any Party affected by a Force Majeure Event shall be excused from liability for non-performance of or delay in fulfilling its obligations under the Contract while the Force Majeure Event continues.
   2. In the event that a Party is affected by a Force Majeure Event that will result in non-performance or delay, it shall
      * 1. immediately notify the other Party in writing, providing details of the Force Majeure Event, its commencement date, the extent of such non-performance or delay prevention, and its estimated duration;
        2. provide as soon as reasonably possible details of any action the Party proposes to take to mitigate the effect of the Force Majeure event;
        3. use all reasonable measures practical and in accordance with Good Industry Practice to mitigate the impact of the Force Majeure Event; and
        4. resume performance of its obligations as soon as reasonably possible after the removal of the cause of the delay or prevention.
   3. As soon as practicable following the affected Party's notification, the Parties shall consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and to facilitate the continued performance of the Contract.
   4. A party cannot claim relief if the Force Majeure Event is attributable to that party's wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event. The Provider cannot claim relief if the Force Majeure Event is one where a reasonable supplier should have foreseen and provided for the cause in question.
   5. Any non-performance or delay by the Provider in performing its obligations under the Contract which results from any failure or delay by an agent, sub-contractor or supplier shall be regarded as due to Force Majeure only if that agent, sub-contractor or supplier is itself impeded by Force Majeure from complying with an obligation to the Provider.
   6. Either Party can partially or fully terminate the Contract if the provision of the Goods is materially affected by a Force Majeure Event which lasts for 90 days continuously.

Part I – Miscellaneous

1. Waiver
   1. The failure of either Party to insist upon strict performance of any provision of the Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not prevent or restrict the further exercise of that or any other right or remedy.
   2. No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with clause 51.
2. Rights and Remedies
   1. Except as otherwise expressly provided by the Contract, all remedies available to either Party for breach of the Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
   2. The rights and remedies provided under the Contract are in addition to, and not exclusive of, any rights or remedies provided by Law.
3. Severability
   1. If any provision or part of the Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable for any reason, such provision or part shall be severed and the remainder of the Contract shall continue in full force and effect.
   2. If one Party gives notice to the other of the possibility that any provision or part-provision of the Contract is unlawful, void 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.
4. Partnership & Agency
   1. Nothing in this Contract is intended to or shall be construed to establish create a partnership, joint venture or employment relationship between the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party.

* 1. The Provider shall not be, or be considered as, an agent of the Bradford Children and Families Trust and the Provider shall not hold itself or its Staff out as being authorised to enter in any contract on behalf of the Bradford Children and Families Trust or in any way bind the Bradford Children and Families Trust to the performance, variation, release or discharge of any obligation to a third party.

1. Novation and Assignment and Sub-Contracting
   1. Subject to clause 49.4 neither Party shall assign, novate or otherwise dispose of any or all of its rights and obligations under the Contract without the prior written consent of the other Party, neither may the Provider sub-contract the whole or any part of its obligations under the Contract except with the express prior written consent of the Bradford Children and Families Trust, such consent not to be unreasonably withheld. Sub-contracting any part of the Contract shall not relieve the Provider of any obligation or duty attributable to the Provider under the Contract.
   2. In the event that the Provider enters into any Sub-Contract in connection with the Contract it shall:
      * 1. be responsible for the acts and omissions of its Sub-Contractors as though they are its own;
        2. impose obligations on its Sub-Contractor in the same terms as those imposed on it pursuant to the Contract and shall procure that the Sub-Contractor complies with such terms; and
        3. provide a copy, at no charge to the Bradford Children and Families Trust, of any such Sub-Contract on receipt of a request for such from the Bradford Children and Families Trust.
   3. Provided that the prior written consent of the Bradford Children and Families Trust has been obtained, the Provider shall be entitled to novate the Contract in the following circumstances:
      * 1. where the change in Provider was provided for in the procurement process for the award of the contract; or
        2. where there has been a universal or partial succession into the position of the Provider, following a corporate restructuring, including takeover, merger, acquisition or insolvency, by another economic operator that meets the criteria for qualitative selection applied in the procurement process for the award of the Contract.
   4. The Bradford Children and Families Trust may assign, novate or otherwise dispose of its rights and obligations under the Contract to any other body which substantially performs any of the functions that previously had been performed by the Bradford Children and Families Trust, provided that any such assignment, novation or other disposal shall not increase the burden of the Provider’s obligations under the Contract
   5. If the rights and obligations of the Bradford Children and Families Trust under the Contract are assigned, novated or otherwise disposed of to body which is not public sector body the Provider shall have the rights of termination as set out in clause 38.2.2 available to it.
2. Third Party Rights
   1. No third parties may use the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract unless stated in the Contract. This does not affect third party rights and remedies that exist independently from the Contracts (Rights of Third Parties) Act.
   2. The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under the Contract are not subject to the consent of any other person.
3. Notices
   1. All notices under the Contract must be in writing, marked for the attention of the other Party’s Representative and signed by or on behalf of the Party giving it.
   2. A notice shall be sent either:
      * 1. by letter, delivered by hand or by pre-paid first-class post or other next working day delivery service; or
        2. by email.
   3. Notices shall, unless returned undelivered, be deemed received:
      * 1. On the day of delivery if delivered by hand before 17:00 on a Business Day;
        2. After two Business Days if sent by post or other delivery service; or
        3. Upon transmission if sent by email, or 09:00 on the next Business Day if transmitted outside business hours

or sooner where the other Party acknowledges receipt of such notice.

* 1. The address of each Party shall be its address stated in the Award Letter and/or Tender.
  2. Either Party may change its address for service by serving a notice in accordance with this clause 51.
  3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

1. Entire Agreement
   1. The provisions incorporated into the Contract, the Schedules, and the documents annexed to it or otherwise referred to in it constitute the entire agreement between the Parties. The Contract supersedes, cancels and nullifies all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
   2. Each Party acknowledges and agrees that in entering into this Contract it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in this Contract.
   3. Nothing in this clause 52 shall operate to exclude fraud or fraudulent misrepresentation.
2. Conflict of Interest
   1. The Provider acknowledges and agrees that no Conflict of Interest exists between the Provider, its Staff or any Sub-Contractor and the Bradford Children and Families Trust at the date of the Contract and the Provider shall take appropriate steps to ensure that neither the Provider nor any Staff are placed in a position where (in the reasonable opinion of the Bradford Children and Families Trust), there is or may be an actual or a potential Conflict of Interest.
   2. The Provider must promptly notify and provide details to the Bradford Children and Families Trust if a conflict of interest happens or is expected to happen.
   3. The Bradford Children and Families Trust reserves the right to terminate the Contract immediately by giving notice in writing to the Provider or take any steps it thinks are necessary where there is or may be an actual or potential Conflict of Interest. The actions of the Bradford Children and Families Trust pursuant to this clause shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Bradford Children and Families Trust.
3. Assistance in Legal and Other Proceedings

* 1. The Provider shall, when reasonably requested to do so by the Bradford Children and Families Trust, provide all information that is relevant to the performance of its obligations under this Contract to the Bradford Children and Families Trust free of charge in connection with any actual or anticipated legal proceedings in which the Bradford Children and Families Trust is or may be involved or any relevant internal disciplinary hearing at the Bradford Children and Families Trust.
  2. The Provider shall ensure that its servants, employees, agents, Sub-Contractors, Providers, professional advisors and consultants are available to be interviewed in connection with or to give evidence in relation to such proceedings or hearings.
  3. If required by the Bradford Children and Families Trust to do so, the Provider shall throughout the Term and for a period of six (6) years after expiry of the Contract give all reasonable assistance to the Bradford Children and Families Trust including attending the Bradford Children and Families Trust’s Scrutiny and/or Executive in order to answer questions pertaining to the Contract should the need arise.
  4. In the event that the Bradford Children and Families Trust requires the Provider’s assistance after the expiry of the Contract as referred to in clause 54.3 the Bradford Children and Families Trust shall pay the reasonable expenses of the Provider arising as a result of providing such assistance.

1. Counterparts
   1. This Contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original but all counterparts together shall constitute one and the same instrument.
   2. No single counterpart shall be effective until each Party has executed at least one counterpart.
2. Governing Law & Jurisdiction
   1. This Contract and any issues arising out of, or connected with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and interpreted in accordance with English Law.
   2. The Parties submit to the exclusive jurisdiction of the English courts to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).

**[DN: Execution Page to be updated as required depending on whether a contract is to be signed as a deed or simple contract. Bradford Children and Families Trust CSOs contain guidance on when a contract should be a deed, as can Legal Services Commercial Team – contact Team Leader, PCD Team]**

[DN: For DEEDS]

**IN WITNESS WHEREOF** this Contract has been executed by the duly authorised representatives of the Parties on the date shown at the beginning of this Contract.

Either

**EXECUTED AS A DEED**

by affixing the common seal

of **BRADFORD CHILDREN**

**AND FAMILIES TRUST** **LIMITED**

in the presence of:

Authorised by

Or

**EXECUTED AS A DEED by**

**BRADFORD CHILDREN AND FAMILIES TRUST LIMITED**

acting by [a director and its secretary] /

[two directors] (delete as appropriate)

Signature of Director:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of [Secretary][Director]:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXECUTED AS A DEED** by

[Insert name of Provider]

acting by [a director and its secretary] /

[two directors] (delete as appropriate)

Signature of Director:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of [Secretary][Director]:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[DN: For SIMPLE CONTRACTS]

**IN WITNESS WHEREOF** the Parties have signed this Contract on the date shown at the beginning of this Contract

SIGNED: ……………………………………………….….

for and on behalf of **Bradford Children**

**and Families Trust** **Limited** by

(Full name of signatory in capitals) ……………………………………………….….

Title ……………………………………………….….

SIGNED: ……………………………………………….….

on behalf of [Insert name of Provider]

(Full name of signatory in capitals) ……………………………………………….….

Position (Director/Secretary) ……………………………………………….….

Schedule 1 Goods Specification

[Published Specification to be inserted]

Schedule 2 Charges

[Provider’s Price Schedule to be inserted]

Schedule 3 Tender Return

[Provider’s Tender to be inserted]