

CONTRACT FOR THE PROVISION OF [Subject of contract]

This **AGREEMENT** is entered into on the _____ day of _____ 20**XX**

PARTIES:

1	Name	The Mayor and Burgesses of the London Borough of Harrow	the "Council"
	Address	Harrow Council Hub, Forward Drive, Harrow HA3 8NT	
2	Name	[contractor]	the "Provider"
	Address	[contractor's address]	
	Registered Number	[contractor's registered company no.]	
Each a "Party," together the "Parties"			

1. INITIAL TERM AND EXTENSION

Commencement Date	[insert]	Initial End Date	[insert] subject to Clause 8.2
Possibility of Extension	[YES/NO]	Duration of Extension	[insert/Not Applicable]

2. PAYMENT

Total Amount Payable excluding VAT	[contract sum]
Payable in Instalments	[quarterly/monthly/weekly/upon receipt of an invoice] [insert dates if applicable]

2.1 The Provider will invoice the Council for Services previously rendered in accordance with this Contract.

2.2 The Council will pay the invoice within thirty (30) days of receipt of an invoice in consideration of Services previously rendered to the adequate satisfaction of the terms of this Contract.

3. PROVIDER'S OBLIGATIONS & WARRANTIES

- 3.1 The Provider will carry out the Services (as set out in Schedule 1) with due skill, care and diligence, in a professional, ethical and courteous manner.
- 3.2 The Provider will adhere to any instructions given by the Council.
- 3.3 [Where the Services relate to Children and/or Vulnerable Adults, Safeguarding standards will be adhered to.]
- 3.4 The Services provided will be carried out in compliance with all relevant laws and regulations including those related to health, safety and the environment.
- 3.5 Disruptions to members of the public should be kept to a minimum.
- 3.6 The Provider will employ qualified and trained people for the Services and should adhere to all equal opportunities and anti-discrimination laws and regulations.
- 3.7 The Provider warrants that all its employees will comply with anti-corruption, anti-bribery and anti-slavery policies.
- 3.8 The Provider shall treat all information as confidential and should co-operate with any requests for information from the Council.
- 3.9 In the event that the Provider becomes aware of any breaches of this Clause 3, the Provider will notify the Council of any such breach within a reasonable time not exceeding [five (5) days].

4. LIABILITIES

- 4.1 The Provider shall be liable for and shall fully indemnify the Council, its officers, employees and agents against all liabilities, damages, costs, losses, claims, demands and proceedings arising from any deliberate or negligent act, default omission and or breach of this Agreement by the Service Provider or any of its sub-contractors or employees except to the extent that it might arise out of any act of wilful default or negligence by the Council.
- 4.2 Neither Party excludes or limits their liability in the case of death or personal injury.

5. INSURANCE

- 5.1 For the duration of the Initial Term and any agreed Extension Period [and for a further six (6) years thereafter], the Provider shall maintain appropriate and adequate insurance policies with a reputable insurer to cover its liability under Clause 4; including employer's liability and public liability of not less than [£...] limit per occurrence.

6. DATA PROTECTION

- 6.1. The Parties acknowledge that for the purposes of the Data Protection Legislation, and at various times throughout the term, [the Council is the Controller and the Provider is the Processor]. The only processing that the Provider is permitted to undertake is outlined in Schedule 2 and may not be determined by the Provider, unless required to do otherwise by Law.
- 6.2. Each party undertakes to comply with its legal obligations with regard to the processing, use, sharing, disposal, maintenance of complete and accurate records and transfer of Personal Data and any Personal Data Breach under the

Data Protection Legislation, including but not limited to the UK General Data Protection Regulation and the Data Protection Act 2018 as amended from time to time.

6.3. The Parties agree to take account of and comply with any guidance issued by the Information Commissioner's Office.

6.4. Each party shall indemnify and keep indemnified the other party against all liabilities arising from breach of any obligations under the Data Protection Legislation.

7. MONITORING, NON-PERFORMANCE AND DISPUTE RESOLUTION

7.1 The Council will regularly monitor the services.

7.2 Should the Council discover areas of inadequate service provision the Council will notify the Provider of any such shortcomings in writing.

7.3 The Provider must carry out any rectifications (as instructed by the Council) within seven (7) days unless otherwise agreed between the Parties in writing.

7.4 The Council reserves the right to withhold or reduce payment if the Provider fails to remedy the situation.

7.5 Any issues relating to the performance of this Contract should be resolved between the Parties by negotiation.

7.6 In the event that any efforts to resolve a dispute within the agreed remediation period prove unsuccessful, the Council may terminate this Contract with immediate effect.

8. DEFAULT & TERMINATION

8.1 Either Party may terminate this Contract by giving [one (1) month's] written notice to the other party.

8.2 If such Notice is served, the Termination Date replaces the Initial End Date as the date of expiry of the Agreement.

8.3 Any rights or remedies to which either Party becomes entitled or subject before termination of this Contract shall remain effective.

8.4 Termination will not affect any right to damages that either Party may have in respect of default or breach.

9. AGREEMENT & VARIATION

9.1 This Agreement supersedes all prior agreements and arrangements of whatever nature and sets out the entire agreement and understanding between the Parties relating to the services.

9.2 The Parties may mutually agree in writing to vary this agreement at any time.

10. JURISDICTION

Matter reference

10.1 This Contract is to be governed and construed in accordance with the laws of England and Wales and the Parties submit to the exclusive jurisdiction of the English courts.

10.2 The Contracts (Rights of Third Parties) Act 1999 does not apply.

IN WITNESS WHEREOF THE PARTIES HAVE SIGNED THIS AGREEMENT THE DAY AND YEAR FIRST BEFORE WRITTEN

SIGNED for and on behalf of **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARROW**

Authorised Officer's Name	
Authorised Officer's Title	
Authorised Officer's Signature	

SIGNED for and on behalf of **[contractor]**

Authorised Representative's Name	
Authorised Representative's Title	
Authorised Representative's Signature	

SCHEDULE 1: SPECIFICATION

SCHEDULE 2: DATA PROCESSING