

STANDARD CONTRACT CONDITIONS

1. INFORMATION/UNDERTAKINGS RELATING TO WORK-FORCE MATTERS

- (a) Every contract in respect of which tenders have been obtained made by the Council or by a Committee or Officers acting under delegated powers shall contain the following clause:-

“the Contractor shall

- (i) comply with its statutory obligations under the Race Relations Act 1976 and, accordingly, make it its practice not to treat one group of people less favourably than others because of their colour, race, nationality or ethnic origin in relation to decisions to recruit, train or promote employees;
- (ii) observe as far as possible the Commission for Racial Equality’s Code of Practice for employment, as approved by Parliament in 1983, which gives practical guidance to employers and others on the elimination of racial discrimination and the promotion of equality of opportunity in employment, including the steps that can be taken to encourage members of the ethnic minorities to apply for jobs or take up training opportunities.
- (b) all tender documents for each such contract shall contain a questionnaire comprising questions specified by the Secretary of State for the Environment to be permissible under the Local Government Act 1988 investigating the record and attitude of the contractor with regard to race relations.

2. OUTSIDE SUPERVISION

It shall be a condition of any contract between the Council and any person, not being an Officer of the Council, who is required to supervise a contract on behalf of the Council that, in relation to such contract, he shall comply with the requirements of the Standing Orders and Financial Regulations as if he were an Officer of the Council and any contract between the Council and a statutory body under which that body carries out supervisory functions on behalf of the Council shall specify the person by name and office who shall be responsible for carrying out such supervision and that person shall be bound by the Council’s Standing Orders.

3. TERMS OF CONTRACT

Every contract entered into by the Council as a result of tenders being obtained shall:-

- (1) (a) specify the work, materials, matters or things to be furnished, had or done;

- (b) specify the requirements as to insurance as approved by the Chief Finance Officer;
 - (c) specify the price to be paid, with a statement of discounts or other deductions; and
 - (d) specify the time within which the contract is to be performed.
- (2) in respect of contracts for the execution of work except those relating to the supply and delivery of vehicles or transport supplies, or measured term contracts, provide for liquidated damages to be paid by the contractor in case the terms of the contract are not duly performed;
- (3) in the case of contracts for the supply of goods or materials except those relating to the supply and delivery of vehicles or transport supplies, they shall include a clause to secure that should the contractor fail to deliver the goods or materials or any portion thereof within the time or times specified in the contract, the Council, without prejudice to any other remedy for breach of contract, shall be at liberty to determine the contract either wholly or to the extent of such default and to purchase other goods or materials as the case may be, of the same or similar description to make good (a) such default or (b) in the event of the contract being wholly determined, the goods or materials remaining to be delivered. The clause shall further secure that the amount by which the cost of so purchasing other goods or materials exceeds the amount which would have been payable to the contractor in respect of the goods or materials, as the case may be, replaced by such purchase, if they had been delivered in accordance with the contract shall be recoverable from the contractor.

4. BRITISH STANDARDS

Where an appropriate British Standard Specification or British Standard Code of Practice issued by the British Standards Institution is current at the date of the tender, every contract shall require that all goods and materials used or supplied, and all the workmanship shall be at least of the standard required by the appropriate British Standards Specification or Code of Practice.

5. INDUCEMENTS OR REWARDS

Every contract except those relating to leasing arrangements must state that the Council can cancel the contract and recover any resulting losses if the contractor or his employee or agents with or without his knowledge in respect of that contract or any other contract:-

- (a) does anything improper to influence the Council either to give him the contract or to take action or to refrain from taking action in relation to the contract; or

- (b) offers any fee or reward the acceptance of which would constitute an offence under the Prevention of Corruption Act 1889 to 1916 or Section 117(2) of the Local Government Act 1972.

6. RECORDS AND SUB-LETTING

In every contract for the execution of work or the supply of goods or materials except in the case of a contract relating to leasing arrangements the following clauses shall be inserted:-

- A. “The contractor shall keep proper wages books and time sheets, showing the wages paid to and the time worked by the work-people in his employ in and about the execution of the contract, and such wages books and time sheets shall be produced whenever required for the inspection of any Officer authorised by the Council.”
- B. “The contractor shall not sublet any portion of the contract without the consent in writing of the Council.”

7. Freedom of Information Act

7.4.1 The Contractor acknowledges that the Council has a statutory duty to comply with the requirements of the Freedom of Information Act 2000 ("the Act") and agrees to the Council disclosing to the general public on request such parts of this Agreement or information relating to this Agreement as must be lawfully disclosed under and by virtue of the operation of the Act

7.4.2 The Contractor shall not respond directly to a request for information regarding this Agreement pursuant to the Act unless it is specifically authorised by the Council or is required to do so by law

7.4.3 The Contractor shall immediately (and in any event no later than three working days) forward by post fax or electronic mail to the Council a copy of any request for information it receives

7.6 Data Protection

7.6.1 The Contractor confirms that in performance of this Agreement it shall process Data (where "Data" means data as defined in the Data Protection Act 1998 ("DPA")) and it shall comply with its obligations under the DPA and any regulations rules orders and codes of practice made pursuant thereto and any guidelines issued by the Information Commissioner (as defined in the DPA) and in respect of that Data

7.6.2 The Contractor covenants and confirms that all Data obtained and used in connection with the Services shall:

7.6.2.1 as between the Council and the Contractor be the property of the Council

7.6.2.2 be used for the sole purpose of undertaking the Contractor's obligations under this Agreement

7.6.2.3 upon expiration or early termination of this Agreement be returned to the Council

7.6.2.4 upon expiration or early termination of this Agreement except as required by law or under this Agreement neither be copied nor retained by the Contractor

7.6.2.5 be kept secure and be treated as confidential information and

7.6.2.6 be kept and collated by the Contractor solely for the purposes of enabling the Contractor to perform the Services as required by the Agreement and for no other purpose

7.6.3 The Contractor shall implement and maintain appropriate technical and organisational measures so as to prevent the destruction

damage loss or alteration of the Data or the unauthorised or unlawful processing of the Data as agreed with the Council and the Contractor shall provide the Council with such information as it may require to satisfy itself that the Contractor is complying with such obligations including but not limited to a copy of its registration under the DPA and shall permit any authorised representative of the Council to have access to any site at which Data is stored to monitor the implementation operation or existence of such procedures

7.6.4 For the avoidance of doubt and without prejudice to the generality of this Clause where the Contractor is a Data Processor (as defined in the DPA) it shall comply with the seventh data protection principle (as set out in the DPA) as if it were the Data Controller (as defined in the DPA) in respect of the Data concerned and shall only act in relation to such Data in accordance with this Agreement or with instructions given by the Council under this Agreement

7.6.5 The Contractor shall ensure that any contract with any sub contractor authorised in accordance with these provisions contains like provisions to those contained in this Clause

7.6.6 If any Data is lost or destroyed damaged or altered without the consent of the Council other than as a result of the negligence or default of the Council the Contractor shall forthwith at its own expense restore such Data or reimburse the costs incurred by the Council in restoring such Data

7.6.7 The Contractor shall ensure that it does nothing that places the Council in breach of the Council's obligations under the DPA and shall establish systems satisfactory to the Council to ensure compliance with such obligations For this purpose the Contractor acknowledges the terms of the Councils' registration under the DPA a copy of which registration is available for inspection by the

Contractor on reasonable notice at Maidstone House King Street
Maidstone Kent ME15 6JQ

7.7 Business Continuity Plan

- 7.7.1 The Contractor shall have in place by the Commencement Date a Business Continuity Plan ("BCP") a copy of which shall be provided to the Council
- 7.7.2 The BCP shall be current and up to date and prepared to British Standard 25999 or at least to an equivalent standard
- 7.7.3 The BCP shall be maintained and regularly tested by the Contractor throughout the Term
- 7.7.4 The results of such testing shall be forwarded to the Council within five days of the test being completed. The Council shall then have the right within 30 days by written statement to require (acting reasonably) alterations to the BCP to be made by the Contractor at its expense should such alterations be judged by the Council as needed for the performance of the Services