

## LIVERPOOL CITY COUNCIL (LCC)

### GENERAL TERMS AND CONDITIONS OF CONTRACT FOR THE PROVISION OF SERVICES

#### VARIATION

1. These Terms and Conditions may only be varied with the prior written agreement of both parties.

#### DEFINITIONS

2. In these Terms and Conditions of Contract the following definitions shall apply:

'Contractor' means the person, firm or company to whom the Contract is issued;

'Contract Year' means each period of 12 months or part thereof, the first such period commencing on the commencement date of this Contract and ending on the 31 March 2007 and thereafter commencing on 1 April of each year whilst this Contract is in full force and effect

'Defaults' means any breach of the obligations of either party (including but not limited to fundamental breach or breach of a fundamental term) or any default, act, omission, negligence or statement of either party, its employees, agents or sub-contractors in connection with or in relation to the subject matter of this Contract and in respect of which such party is liable to the other

'Services' means the services to be provided which is the introduction of temporary workers to LCC as is notified to the Contractor in any Purchase Order placed in relation to or arising out of this Contract;

'Premises' means the location where the temporary workers supplied to LCC are to be assigned.;

'Contract' means the agreement between Liverpool City Council ("LCC") and the Contractor consisting of the specification, the LCC form of agreement, these Conditions and any other documents, or parts of documents, specified in the form of agreement;

'Purchase Order' means the formal request from LCC to supply services;

where the services include the provision of computer equipment or software, "Date Format" means the field configuration which contains the date information within any part of any computer software or system.

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3. In all cases the masculine includes the feminine and the singular includes the plural and vice versa.

## **HEADINGS**

4. The headings in these Conditions are solely for convenience of reference and shall not affect their construction or interpretation.

## **VARIATION OF THE SERVICES**

5. LCC reserves the right to give written notice to the Contractor of modifications to the quality or quantity of the Services. Any alteration to the Contract price or the completion date arising from such modifications shall be agreed between the parties. Failing agreement the matter shall be determined by arbitration in accordance with the provisions of Clause 49 to 50.

## **INSPECTION OF PREMISES AND NATURE OF SERVICES**

6. Where Services are to be carried out on LCC premises the Contractor is deemed to have inspected the Premises before tendering so as to have understood the precise nature and extent of the Services to be carried out and satisfied himself in relation to all matters connected with the Services and Premises.- LCC shall grant such access as may be reasonable for this purpose.

## **CONTRACTOR'S STATUS**

7. In carrying out the Services the Contractor shall be acting as principal and not as the agent of LCC. Accordingly:
  - a. the Contractor shall not, and shall procure that their agents and servants do not, say or do anything which might lead any other person to believe that the Contractor is acting as the agent of LCC;
  - b. nothing in this Contract shall impose any liability on LCC in respect of any liability incurred by the Contractor to any other person but this shall not be taken to exclude or limit any liability of LCC to the Contractor which may arise by virtue of either a breach of this Contract or any negligence or the part of LCC, their staff or agents.

## **CONTRACTOR'S PERSONNEL**

8. The Contractor shall provide and maintain an Organisation having the necessary facilities and employees of appropriate qualifications and experience to undertake the tasks identified in the specification.
9. All persons employed on work relating to the Contract must have appropriate qualifications and competencies and be acceptable to LCC in all respects. Where requested full particulars of all personnel to be used shall be forwarded in advance to LCC for confirmation of their acceptability.
10. Where requested the Contractor shall provide LCC with a list of names and official addresses of all persons who are or may be at any time concerned with

the Services or any part of them, specifying the capacities in which they are to be employed and giving such other particulars and evidence of identity and any other supporting information which LCC may reasonably require.

11. The Contractor shall take all reasonable steps to avoid changes of original personnel assigned to and accepted for the work under the Contract except where changes are unavoidable or of a temporary nature caused by sickness, holidays etc. The Contractor shall give at least one month's notice to LCC of proposals to change key personnel where such personnel are employees of the Contractor and as soon as practicable where such personnel are engaged as temporary workers of the Contractor. Clauses 9 and 10 shall apply to the replacement personnel.
12. The Contractor shall take the steps reasonably required by LCC to prevent unauthorised persons being admitted to the Premises. Where LCC gives the Contractor notice that any person is not to be admitted to or is to be removed from the Premises or is not to become involved in or is to be removed from involvement in the performance of the Contract, the Contractor shall take all reasonable steps to comply with such notice and if requested by LCC the Contractor shall replace any person removed under this Condition with another suitably qualified person and ensure that any pass issued to the person removed is surrendered.
13. The decision of LCC as to whether any person is to be admitted to or is to be removed from the Premises or is not to become involved in or is to be removed from involvement in the performance of the Contract and as to whether the Contractor has furnished the information or taken the steps required in Clauses 9 to 12 shall be final and conclusive.
14. The Contractor shall bear the cost of any notice, instruction or decision of LCC under clauses 9 to 12.

#### **MANNER OF CARRYING OUT THE SERVICES**

15. The Contractor shall make no delivery of materials, plant or other things nor commence any work on the Premises without obtaining the prior consent of LCC.
16. Access to the Premises shall not be exclusive to the Contractor but only such as shall enable him to carry out the Services concurrently with the execution of work by others. The Contractor shall co-operate with such others as LCC may reasonably require.
17. At any time during the progress of the Services LCC shall have the authority to order, in writing:
  - a. the removal from the premises of any materials which in the opinion of LCC are either hazardous, noxious or not in accordance with the Contract, and/or

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- b. the substitution of proper and suitable materials, and/or
  - c. without prejudice to Clauses 20 to 25, the removal and proper re-execution, notwithstanding any previous test of or interim payment for any work which, in respect of material or workmanship, is not in the opinion of LCC in accordance with the Contract.
18. On completion of the Services the Contractor shall remove their plant, equipment and unused materials and shall clear away from the Premises all rubbish arising out of the Services and leave the Premises in the condition as found.

#### **DUTY OF CARE**

19. The Contractor shall be responsible for ensuring that reasonable skill, care and diligence are exercised in carrying out the Services properly and efficiently in accordance with the Contract.

#### **DEFAULT**

20 Without prejudice to Clause 58 LCC may at any time by notice in writing terminate this Contract forthwith if the Contractor:-

20.1 commits a material breach of this Contract and :

(a) the material breach is capable of remedy and the Contractor shall have failed to remedy the material breach with thirty (30) days of written notice to the Contractor specifying the material default and requiring its remedy; or

(b) the material breach is not capable of remedy; or

20.2 the Contractor commits a series of breaches of this Contract which when taken together amount to a material breach of this Contract.

21. The Contractor agrees that it will replace any temporary worker within 2 days at no additional charge to LCC.

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22 Where LCC has terminated the Contract under Clauses 20 and 58 and without prejudice to any other rights or remedies, LCC may obtain all or any of the Services in respect of which the Contract is so terminated by arranging for those services to be carried out by alternative means.

23. Where LCC obtains all or any of the Services by alternative means they shall be able to recover from the Contractor the amount by which the aggregate of the cost of obtaining Services in this way exceeds the amount which would have been payable to the Contractor in respect of all the Services replaced if they had been carried out in accordance with the Contract for up to a 4 month period.

24. Where the Contractor fails to carry out any Services in accordance with this Contract LCC shall be entitled, without prejudice to any other rights and remedies available, to:

- a. deduct such sum as LCC considers appropriate from any account rendered by the Contractor in respect of unsatisfactory or delayed Services;
  - b. have such Services carried out satisfactorily by other means in accordance with Clauses 22 to 23 and, in the meantime, debar the Contractor, their servants and agents from the Premises.
25. On the occurrence of a relevant termination the Contractor shall, notwithstanding such termination, co-operate in the transfer of the Services to which the termination relates to any alternative Organisation under Clause 22 of these Conditions in accordance with arrangements notified to the Contractor by LCC.
26. The provisions of Clauses 22 to 25 shall not be invoked where failure to carry out the Services within time is due to circumstances outside the control of the Contractor.

#### **FREE-ISSUE MATERIALS**

27. Where the Contract requires LCC to issue materials free of charge to the Contractor such materials shall be and shall remain the property of LCC. The Contractor shall maintain all such materials in good order and condition and shall use such materials solely in connection with the Contract. The Contractor shall notify LCC of any surplus materials remaining after completion of the Services and shall dispose of them as LCC may direct. Waste of such materials arising from bad workmanship or negligence of the Contractor or any of their servants, agents or sub-Contractors shall be made good at the Contractor's expense. Without prejudice to any other rights and remedies of LCC the Contractor shall deliver up such materials to LCC on demand, whether processed or not.

#### **AUDIT**

28. The Contractor shall maintain, and keep until two years after the Contract has been completed, records to the satisfaction of LCC of all expenditures which are reimbursable by LCC and of the hours worked and costs incurred in connection with any employees of the Contractor paid for by LCC on a time charge basis. The Contractor shall make available to LCC such access to those records as LCC or its representatives may reasonably request from time to time.

#### **INDEMNITY AND INSURANCE**

29. Neither party excludes or limits liability to the other party for death or personal injury or any breach of any obligations implied by Section 12 of the Sale of Services Act 1979 or Section 2 of the Supply of Services and the Services Act 1982.
30. Subject always to Clause 29 in no event shall either party be liable to the other for:
- 30.1 indirect or consequential loss or damage; and/or

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30.2 loss of profits , business revenue , goodwill or anticipated savings.

31. The provisions of Clause 30 shall not be taken as limiting the right of either party to claim against the other party for:
- 31.1 additional operational and administrative costs and expenses;
  - 31.2 any costs and expenses rendered worthless;
  - 31.3 anything resulting directly from the default of the other party
32. Subject to Clause 29 the liability under or in connection with this Contract for either party for Defaults shall not exceed the sum of £ 1,000,000.00 in each Contract Year .
33. The Contractor shall have in force and shall require any sub-Contractor to have in force:
- a. employer's liability insurance in accordance with any legal requirements for the time being in force, and
  - b. public liability insurance for such sum and range of cover as the Contractor deems to be appropriate but covering at least all matters which are the subject of indemnities or compensation obligations under these Conditions in the sum of not less than £2,000,000 for any one incident and unlimited in total.
34. Evidence of the policy or policies of insurance referred to in Clause 33 shall be available on request to LCC together with satisfactory evidence of payment of premiums.

#### **SAFETY**

35. The Contractor shall be responsible for the observance by himself, their employees and sub-Contractors of all safety precautions necessary for the protection of himself, their employees, sub-Contractors and any other persons including all precautions required to be taken by or under any Act of Parliament including any regulations or bye-law of any local or other authority. The Contractor shall co-operate fully with LCC to ensure the proper discharge of these duties.  
Provided that whilst the temporary worker(s) are engaged by LCC nothing in clauses 35-38 shall relieve LCC of its obligations under health and safety law which LCC shall comply with at all times

#### **ACCIDENTS TO CONTRACTOR'S SERVANTS OR AGENTS**

36. Accidents to the Contractor's servants or agents which ordinarily require to be reported in accordance with the Health and Safety at Work etc. Act 1974, shall be reported immediately to LCC.

## **SPECIAL HEALTH AND SAFETY HAZARDS**

37. Throughout the life of the Contract LCC shall notify the Contractor of any known special health and safety hazards which may be involved or introduced on site and which may affect the Contractor. The Contractor shall similarly notify LCC of any hazards, which may affect LCC.

38. The Contractor shall draw any such health and safety hazards to the attention of their employees and sub-Contractors or any other persons under their control engaged on the work being performed on the site. Arrangements shall be made by LCC so that such persons and other persons employed by or controlled by sub-Contractors and working on the Contractor's tasks on the site are adequately informed and instructed on the hazards and any necessary associated safety measures.

## **THE PRICE**

39. The price of the Services shall be as stated in the Contract.

## **INVOICING AND PAYMENT**

40. Invoices for the provision of Services shall be submitted at agreed intervals during the Contract period.

41. Payment will be made within 30 days of receipt of invoices for Services provided to the reasonable satisfaction of LCC.

42. Any complaints which may arise concerning late payment of invoices should be addressed in the first instance to the purchasing manager at the address shown within the Contract as the invoice point. Where a Contractor is not satisfied with the response they may write to The Procurement Manager at Municipal Buildings who will see that their complaint is followed up promptly and fairly. LCC aims to reply to complaints within 10 working days.

## **VALUE ADDED TAX (VAT)**

43. Where applicable the prevailing rate and total of Value Added Tax (VAT) shall be shown separately on all invoices.

## **PATENTS AND INFORMATION**

44. It is a condition of the Contract that the Services will not infringe any patent, trade mark, registered design, copyright or other right in the nature of industrial property of any third party, except to the extent that the Services incorporate designs furnished by LCC, and the Contractor shall indemnify LCC against all actions, claims,

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demands, costs and expenses which LCC may suffer or incur as a result of or in connection with any breach of this Condition.

45. All rights, including ownership and copyright in any specifications, instructions, plans, drawings, patents, models, designs, documents or other materials:
- a. furnished to or made available to the Contractor by LCC are hereby assigned to and shall vest in LCC absolutely,
  - b. prepared by or for the Contractor specifically for LCC for use, or intended use, in relation to the performance of this Contract are hereby assigned to and shall vest in LCC absolutely, and (without prejudice to Clause 46) the Contractor shall not and shall ensure that their servants and agents shall not (except to the extent necessary for the implementation of this Contract) without prior written consent of LCC use or disclose any such specifications, instructions, plans, drawings, patents, models, designs, documents or other material or any other information (whether or not relevant to this Contract) which the Contractor may obtain through the execution of this Contract, except information which is in the public domain otherwise than by reason of a breach of this provision, and in particular the Contractor shall not refer to LCC or the Contract in any advertisement without the prior written consent of LCC.
  - c. The Contractor shall ensure that all the temporary workers to be engaged by LCC shall sign an appropriate intellectual property rights assignment agreement in favour of LCC prior to the commencement of their engagement by LCC.
46. The provisions of Clauses 44 to 45 shall apply during the continuance of this Contract and after its termination howsoever arising.

#### **FREEDOM OF INFORMATION ACT 2000**

- 47.1 The Contractor acknowledges that LLC is subject to the requirements of the Freedom of Information Act (FOIA) and shall facilitate LLC's compliance with its Information disclosure requirements pursuant to the same in the manner provided for clauses 47.2 to 47.5 (inclusive) below.
- 47.2 Where LCC receives a Request for Information in relation to Information that the Contractor is holding on its behalf LCC shall transfer to the Contractor such Request for Information that it receives as soon as practicable and in any event within five business Days of receiving a Request for Information and the Contractor shall:
- 47.2.1 provide LCC with a copy of all such Information in the form that LCC requires within five Business Days (or such other period as LCC may specify) of LLC's request; and
  - 47.2.2 provide all necessary assistance as reasonable requested by LCC in connection with any such Information, to enable LCC to

respond to a Request for Information within the time for compliance set out in section 10 of the FOIA.

47.3 LCC shall be responsible for determining at its absolute discretion:-

47.3.1 Whether the Information is exempt from disclosure under the FOIA and the Environmental Information Regulations;

47.3.2 whether the Information is to be disclosed in response to a Request for Information, and

in no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by LCC.

47.4 The Contractor acknowledges that LCC may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of Functions of Public Authorities under Part I of the Freedom of Information Act 2000, be obliged under the FOIA to disclose Information:-

47.4.1 without consulting with the Contractor

47.4.2 following consultation with the Contractor and having taken their views into account.

47.5 The Contractor shall ensure that all Information held on behalf of LCC is retained for disclosure and shall permit LCC to inspect such Information as requested from time to time.

47.6 The Contractor shall transfer to LCC any Request for Information received by the Contractor as soon as practicable and in any event within two Business Days of receiving it.

48 In the event that LCC is obliged to disclose information it shall not be liable for any loss, damage, harm or other detriment however caused arising from the disclosure of any Exempted Information or other information relating to this

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## DISCRIMINATION

49 The Contractor shall:

- a) in performing the contract comply with the provisions of S.71(1) of the Race Relations Act 1976(as amended)(the "Act") as if the Contractor were a body within the meaning of Schedule 1A of the Act (or any European equivalent which shall be deemed to include without limitation an obligation to have due regard to the need to eliminate unlawful racial discrimination and to promote equality of opportunity and good relations between persons of different racial groups.
- b) Comply with the provisions of Parts II,III & IV of the Act, where appropriate.
- c) Comply with the provisions of S.7 of the Act in all dealings with the Sub-Contractors
- d) Not discriminate directly or indirectly against a person because of their colour, race, nationality or ethnic or national origin in decisions to recruit, train, promote, discipline or dismiss employees and
- e) For the purpose of ensuring compliance with the sub-clauses above, observe as far as possible the provisions of the Commission for Racial Equality's Code of Practice in Employment.

Where in connection with this agreement the Contractor, its agents or Sub-contractors or the Contractor staff are required to carry out work on the Authority's premises or on any other premises where the Authorities employees are required to carry out work, the Contractor shall, to the extent required to comply with Clause a), comply with the Authority's own employment policy and codes of practice relating to racial discrimination and equal opportunities.

12 months from the date of this agreement and annually thereafter submit a report statement to the Authority demonstrating compliance with clauses a) to c)

in addition to the report statement referred to above, the Contractor shall provide such additional information as the Authority may reasonably require for the purpose of assessing the Contractor's compliance with clauses a) to c)

where the Contractor commits a breach in respect of clauses a) to c) which amounts to a failure to meet the Service Levels, the provision of clause 2 (service levels and remedies) shall apply.

The Contractor shall notify the Authorised Officer forthwith in writing as soon as it becomes aware of any investigation of or proceedings brought against the Contractor under the Act.

Where any investigation is undertaken by a person or body empowered to conduct such investigations and/or proceedings are instituted in connection with matters referred to in this agreement being in contravention of the Act, the Contractor shall free of charge

- a) Provide any information requested in the timescales allotted
- b) Attend any meetings as required and permit Contractor staff to attend
- c) Promptly allow access to and investigation of any documents or data deemed to be relevant
- d) Allow itself and any Contractor staff to appear as witness in any ensuing proceedings; and
- e) Cooperate fully and promptly in every way required by the person or body conducting such investigation during the course of that investigation

Each party ('the first party') agrees that where any investigation is conducted or proceedings are brought which arise directly or indirectly out of any act or omission of the other party, ('the second party') its agents or Sub-contractors, or its staff, and where there is a finding against the second party in such investigation or proceedings, the second party shall indemnify the first party with respect to all costs, charges and expenses (including legal and administrative expenses) arising out of or in connection with any such investigation or proceedings and such other financial redress to cover any payment the first party may have been ordered or required to pay to a third party.

In the event that the Contractor enters into any sub-contract in connection with this agreement, it shall impose obligations on its Sub-contractors in terms substantially similar to those imposed on it pursuant to clause 49.

#### **CORRUPT GIFTS AND PAYMENT OF COMMISSION**

50. The Contractor must not offer or give, or agree to give, to any member or officer or servant of LCC any gift or consideration of any kind as an inducement or reward for doing or refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of this or any other Contract for LCC or for showing or refraining from showing favour or disfavour to any person in relation to this or any other Contract for LCC.
- 51 Any breach of Clause 50 by the Contractor or by anyone employed by them or acting on their behalf (whether with or without the knowledge of the Contractor) shall entitle LCC to terminate this contract summarily and recover from the Contractor the amount of any loss resulting from such termination. (Note. The attention of the Contractor is drawn to the criminal offence provisions of the Prevention of Corruption Acts 1889 to 1916).

(Note: Nothing contained in Clauses 50 and 51 prevents the Contractor paying such commissions or bonuses to their own staff as are within their agreed Contract of Employment).

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## **ARBITRATION**

52. Disputes, differences or questions between the parties to any Contract with respect to any matter arising out of or relating to the Contract other than a matter as to which the decision of LCC is to be final and conclusive and except as may be otherwise provided in the Contract shall be referred to the Arbitration of two persons, one to be appointed by LCC and one by the Contractor, or their Umpire, in accordance with the provisions of the Arbitration Act 1950, 1975, 1979 and 1996 or any statutory modification or re-enactment thereof.

53. Where it is considered appropriate, subject to the agreement of both parties, alternative methods of dispute resolution shall be considered including adjudication and mediation.

## **LEGITIMACY OF THE WORKFORCE**

54. The Contractor shall take all reasonable steps to ensure that any servants, employees or agents of the Contractor and any sub-Contractors, their servants or agents, employed in the execution of the Contract are entitled to obtain employment in the United Kingdom and are not claiming Unemployment Benefit or any other Benefit payable to persons registered as unemployed.

## **TERMINATION**

55. Without prejudice to any other rights or remedies of LCC under this Contract LCC shall have the right to terminate this Contract forthwith by written notice to the Contractor or their trustee in bankruptcy or receiver or (if a company) liquidator or administrator and may complete the services, or have them completed by a third party, using for that purpose (making a fair and proper allowance in any payment subsequently made to the Contractor) all materials, plant and equipment on the premises belonging to the Contractor, and LCC shall not be liable to make any further payment to the Contractor until the Services have been completed in accordance with the requirements of the Contract, and shall be entitled to deduct from any amount due to the Contractor the costs therefore incurred by LCC including LCC's own costs:

- a. where the Contractor is an individual and if a petition is presented for the Contractor's bankruptcy or a criminal bankruptcy order is made against the Contractor, or the Contractor makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignment for the benefit of creditors or if an administrator is appointed to manage its affairs; or
- b. where the Contractor is not an individual but is a firm or a number of persons acting together in any capacity, if any event in any Clause of this Condition occurs in respect of any partner in the firm or any of those persons or a petition is presented to, the Contractor to be wound up as an unregistered company; or
- c. where the Contractor is a company, if the company passes a resolution for winding-up or dissolution (other than for the purposes of and followed by an amalgamation or reconstruction) or the court makes an administration order or a winding-up order, or the company makes a

composition or arrangement with its creditors, or an administrative receiver, receiver or manager is appointed by a creditor or by the court, or possession is taken of any of its property under the terms of a floating charge; or

e. where the Contractor is an individual and shall die or be adjudged incapable of managing their affairs within the meaning of Part V11 of the Mental Health Act 1983.

f. In addition to its rights of termination under Clauses 20, 51 and 55 LCC shall be entitled to terminate this Contract by giving to the Contractor not less than thirty days notice to that effect.

56. Termination under this Contract shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereupon accrue to LCC and shall not affect the continued operation of Clauses 44 and 45 of this Contract.

57. The Contractor may terminate this Contract if LCC is in material breach of its obligations to pay undisputed sums by giving LCC 30 days notice specifying the breach and requiring its remedy. The Contractor's right of termination under this clause 57 shall not apply to the non payment of the sums where such non payment is due to LCC exercising its rights under clause 58.

#### **RECOVERY OF SUMS DUE**

58. Wherever under this Contract any undisputed sum of money is recoverable from or payable by the Contractor, that sum may be deducted from any sum then due, or which at any later time may become due, to the Contractor under this Contract or under any other agreement or Contract with LCC.

#### **ASSIGNMENT AND SUB-CONTRACTING**

59. Neither party shall assign the benefit or burden of the Contract or any part thereof without the prior written consent of the other party.

60. No sub-contracting by the Contractor shall in any way relieve the Contractor of any of their responsibilities under the Contract.

61. Where LCC has consented to the placing of sub-contracts, copies of each sub-contract shall be sent to LCC by the Contractor immediately it is issued.

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## PROMPT PAYMENT TO SUB-CONTRACTORS

62. Where the Contractor enters into a sub-contract with another person for the purpose of performing the Contract, he shall include a term in the sub-contract which requires payment to be made to that sub-contracted person within a specified period not exceeding 30 days from receipt of a valid invoice as defined by the sub-contract requirements.

## WAIVER

63. The failure of either party to enforce any provision of the Contract at any time shall not affect any future right to require complete performance by the other party, nor shall the waiver of any individual breach of any provision be taken or held to be a waiver of any subsequent breach of that or any other provision.

## CURRENT REMEDIES

64. The rights of remedy available to either party shall include both the rights and remedies contained in these Conditions and those available under English Law. These rights of remedy may be enforced concurrently.

## NOTICES

65. Any notice given in connection with the Contract may be sent by hand or by post or by registered post or by the recorded delivery service or transmitted by teletext, facsimile transmission or other means of telecommunication resulting in the receipt of a written communication in permanent form. When it is sent or transmitted to the address of the party shown in the Purchase Order or Contract, or to any other address agreed between the parties, it shall be deemed effectively to be given on the day when in the ordinary course of the means of transmission it would first be received by the addressee in normal business hours.

## GOVERNING LAW

66. These Conditions shall be governed by and construed in accordance with English law and the Contractor hereby irrevocably submits to the jurisdiction of the English courts. The submission to such jurisdiction shall not, and shall not be construed so as to limit the right of LCC to take proceedings against the Contractor in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.

## GENERAL

67. The Contractor is acting as an employment agency with respect to permanent candidates and an employment business with respect to temporary workers as defined in the Conduct of Employment Agencies and Employment Businesses Regulations 2003

68. Each party ('the first party') undertakes to indemnify and keep indemnified the other party ('the second party') against all demands, actions, proceedings, damages, compensation, tribunal awards, fines, costs and expenses and all other liabilities by reason of the first party's breach of TUPE

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