

DATED _____ 2011

(1) THURROCK BOROUGH COUNCIL

AND

(2) COMENSURA LIMITED

CUSTOMER AGREEMENT

FOR THE PROVISION OF MANAGED SERVICES FOR TEMPORARY AGENCY RESOURCES

CONTRACT NO:

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CUSTOMER AGREEMENT

This Agreement together with relevant Order comprise the contractual provisions which apply to the Order that is entered into between the Customer and the Supplier and which govern the provision of the Services to the Customer.

CONDITIONS OF CONTRACT

THIS AGREEMENT is made the day of 20

BETWEEN:

- (1) **THURROCK BOROUGH COUNCIL** of Civic Offices, New Road, Grays, Essex, RM17 6SL (the Customer)
- and
- (2) **COMENSURA LIMITED** (registered company no: 04085767) whose registered office is at 800 The Boulevard, Capability Green, Luton, Bedfordshire, LU1 3BA (the Supplier)

WHEREAS:

- A. The Customer wishes to purchase the Services as described in the Agreement.
- B. The Supplier having been awarded supplier status under the Framework Agreement 653F for the Provision of Managed Services for Temporary Agency Resources with the Eastern Shires Purchasing Organisation the 'Framework Agreement' (a copy of which is available upon request) will supply the Services in accordance with his obligations to the Customer.
- C. The Supplier shall provide the Services to the Customer in accordance with the terms of the Agreement.

NOW IT IS HEREBY AGREED as follows:

1. INTERPRETATION AND DEFINITIONS

1.1 As used in this Agreement:-

- 1.1.1 the terms and expressions set out below shall have the meanings ascribed therein;

Account Manager	Means the nominated officer of the Supplier responsible for managing this Agreement for the provision of the Services.
Agency (ies)	Means the Supplier and/or those agencies with whom the Supplier will contract to supply Temporary Agency Workers to the Customer.
Agreement	means this agreement between the Customer and the Supplier, comprised of the Conditions and the Schedules and Annexes thereto and any Order.
Assignment	means the required duties and period of time where a Temporary Agency Worker is working within the Customer's organisation.
Authorised Representative	means a representative of the Customer or the Supplier as appropriate for the purposes of this Agreement.
Change Request	Means a request as described in clause 14.3.
Charges	means the charges set out in the Pricing Schedule.

Commencement Date	means
Confidential Information	means any information which has been designated as confidential by either party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, properties, assets, trading practices, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either party and all personal data and sensitive personal data within the meaning of the Data Protection Act 1998.
Contract Manager	means the nominated officer or employee of the Customer responsible for managing this Agreement for the provision of the Services.
Default	means any breach of the obligations of either party (including but not limited to a 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 Agreement and in respect of which such party is liable to the other.
EIR	means the Environmental Information Regulations 2004.
ESPO	means the Eastern Shires Purchasing Organisation being the central purchasing body responsible for creating the Framework Agreement.
FOIA	means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and / or codes of practice issued by the Information Commissioner in relation to such legislation.
Force Majeure	Has the meaning set out in clause 21.
Framework Agreement	means the Agreement between ESPO (on behalf of Pro5) and the Supplier under which this contract is entered into by the Customer and the Supplier for the supply of the Services (a copy can be provided upon request).
Implementation Plan	means the plan to be developed by the Customer and the Supplier in accordance with Schedule 5 and which will contain a schedule of tasks to be done, the timescale for completion of those tasks, identifying the party responsible for those tasks, together with the milestones to be achieved and against which payment will be made.
Intellectual Property Rights	Means patents, trade marks, service marks, design rights (whether registrable or otherwise), applications for any of the foregoing, database rights, copyright (including all rights in software and any database rights), know-how, trade or business names and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom).
Invitation to Tender	means the invitation to tender issued to the Supplier in response to a request following the publication of the

	OJEU notice for the procurement of the Services.
Local Arrangements	Means the Local Arrangements attached hereto as Schedule 4.
Order	means an official order in such form as may be issued by the Customer to the Supplier in respect of the Services.
Parent Company	means any company which is the ultimate Holding Company of the Supplier or any other company of which the ultimate Holding Company of the Supplier is also the ultimate Holding Company and which is either responsible directly or indirectly for the business activities of the Supplier or which is engaged in the same or similar business to the Supplier. The term Holding Company shall have the meaning ascribed by Section 736 of the Companies Act 1985 or any statutory re-enactment or amendment thereto.
Personal Data	Means Personal Data as defined in the Data Protection Act 1998.
Pricing Schedule	means the Pricing Schedule attached to the Supplier's Framework Agreement – attached hereto at Schedule 3.
Protocol	means the Customer Protocol describing the Customers obligations in relation to their Local Arrangements and contract management requirements and which is attached hereto as Schedule 1.
Pro5	means all or any of the following professional buying organisations: Central Buying Consortium (CBC), Eastern Shires Purchasing Organisation (ESPO), North Eastern Purchasing Organisation (NEPO), West Mercia Supplies (WMS) and Yorkshire Purchasing Organisation (YPO).
Requests for Information	shall have the meaning set out in FOIA or any apparent request for information under the FOIA or the EIR.
Replacement Supplier	Has the meaning set out in clause 23.
Services	means the provision of the managed services for Temporary Agency Workers more particularly set out in the Specification attached as Schedule 2 hereto.
Service Credits	Means the Service Credits as described in the Implementation Plan set out in Schedule 5 hereto.
Services Description	Means the Services Description attached hereto as Schedule 2.
Service Level Agreement	Means the Service Level Agreement attached hereto as Schedule 6.
Specification	means the Specification for the Services which the Supplier is authorised to provide under the Framework Agreement and which is more particularly set out in Schedule 2 hereto.
Temporary Agency Worker	means a temporary (non-permanent) worker offered and provided on Assignment by an Agency to fulfil a specific role for a defined period of time in return for a fee. The

Temporary Agency Worker is not an employee of the Customer and will not be treated as if he/she is. The Temporary Agency Worker will complete a timesheet, signed by the Hiring Manager, which will be processed by the Agency and passed to the Supplier in order to invoice for the Agency Fee.

Tender means the Supplier's tender submitted in response to the Invitation to Tender and attached to the Framework Agreement as Schedule 2.

Term means the period of three (3) years plus the option of up to a further twelve (12) months from the Commencement Date.

Value Added Tax Means value added tax at the rate prevailing at the time of the relevant supply charged in accordance with the provisions of the Value Added Tax Act 1994.

Volume Cap Has the meaning set out in clause 4.4.

Working Day means Monday to Friday in any week but excluding any public or bank holidays.

1.1.2 the masculine includes the feminine and the neuter; and

1.1.3 the singular includes the plural and vice versa.

1.2 A reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment thereof.

1.3 Headings are included in this Agreement for ease of reference only and shall not affect the interpretation or construction of this Agreement.

1.4 References to Conditions and Schedules are, unless otherwise provided, references to conditions of and schedules to this Agreement.

1.5 In the event and to the extent only of any conflict between the Conditions and the Schedules or the Order, the Conditions shall prevail.

2. SUPPLIER'S OBLIGATIONS

2.1 The Supplier shall supply the Services in accordance in all respects with the terms of the Framework Agreement and the terms of this Agreement and the terms and conditions of the relevant Order and in accordance with any Local Arrangements agreed and set out in Schedule 4.

2.2 For the avoidance of doubt the Customer shall not be responsible for any Services that are delivered by the Supplier and are not the subject of a valid Order.

2.3 For the avoidance of doubt any terms that the Supplier may seek to impose and which in any way vary or contradict the terms of this Agreement shall be excluded and not form part of the Order.

2.4 The Services to be supplied under the Order shall be provided in accordance with the terms of the Order. Where the Order identifies that provision will be in accordance with an Implementation Plan, the Implementation Plan will be agreed between the Customer and the Supplier unless otherwise agreed in writing by the Customer. The Supplier acknowledges the importance to the Customer of performing the Services by the required date, and shall take all reasonable steps to achieve provision by those dates in accordance with best industry practice and the Service Level Agreement.

2.5 The Supplier shall use all reasonable endeavours to ensure that the Services meet the requirements of the Specification and where the purpose for which they are required is indicated in the Order, either expressly or by implication, be fit for that particular purpose.

2.6 The Supplier warrants to all its reasonable endeavours that the Services to be supplied under the Order shall comply in all respects with all relevant requirements of any statute, statutory rule or order,

or other instrument having the force of law which may be in force at the time when the Services are supplied.

- 2.7 The Supplier shall be deemed to have satisfied itself as to the sufficiency and correctness of the Pricing Schedule. Unless otherwise expressly stated in the Order the Pricing Schedule shall cover all the Supplier's obligations and everything necessary for the supply of the Services under the Order.
- 2.8 Unless otherwise expressly stated in the Framework Agreement or the Order no claim by the Supplier will be allowed for any addition to the charges specified in the Pricing Schedule on the grounds of any matter relating to any document forming part of the Framework Agreement or the Order or any ambiguity or discrepancy therein on which an experienced supplier could have satisfied himself by reference to the Customer or any other appropriate means.
- 2.9 For the avoidance of doubt the Supplier shall have no liability for the negligent acts or omissions or wilful misconduct of the Agency (including its employees and agents) or any Temporary Agency Worker provided by the Agency, except to the extent that any loss or damage suffered by the Customer results (in whole or in part) from the acts or omissions of the Supplier itself.

3. CUSTOMER'S OBLIGATIONS

- 3.1 The Customer shall select a Supplier for Orders in accordance with the criteria outlined in the Framework Agreement.
- 3.2 The Customer will endeavour to have their Order annotated with the relevant contract reference number, but this cannot be guaranteed on all Orders.
- 3.3 The Customer shall respond to any reasonable request for information from the Supplier.
- 3.4 The Customer will assign an Authorised Representative who will interface with the Supplier's Contract Manager, to ensure both parties use reasonable endeavours to meet the milestones determined in the Implementation Plan where such a plan is appropriate.
- 3.5 The Customer shall ensure that all Orders are awarded in accordance with the provisions of the Framework Agreement and in accordance with the Public Contracts Regulations 2006 (and any subsequent re-enactment thereof).
- 3.6 The Customer hereby agrees to comply with the Protocol set out in Schedule 1 hereto.

4. PROVISION OF THE SERVICES

- 4.1 The Supplier shall provide the Services identified in the Order in accordance with the Services Description and Specification in Schedule 2 and the Service Level Agreement in Schedule 6. The Charges in respect of such Services shall be as detailed in the Pricing Schedule at Schedule 3. And as may be supplemented by any Local Arrangements as set out in Schedule 4.
- 4.2 Without prejudice to any other remedies available, if the Supplier fails to provide the Services in accordance with the Specification and the Service levels are not met then the Customer shall be entitled to Service Credits calculated in accordance with the Service Level Agreement in Schedule 6.
- 4.3 The Supplier will be responsible for providing all Temporary Agency Workers (either himself or through Agencies) as ordered from time to time from the Supplier by the Customer. This will include administrative and clerical, operational, social care, and professional including teaching and education ancillary staff and technical categories of agency staff.
- 4.4 The Supplier shall in the provision of the Services ensure that where the Supplier is acting solely as a supply chain manager it shall not supply Temporary Agency Workers from its own register of Temporary Agency Workers. The Supplier shall be permitted to utilise associated or subsidiary companies as a source of supply for the Services subject to the following additional conditions:
 - 4.4.1 In sending requests for Temporary Agency Workers associated or subsidiary companies do not receive more favourable treatment or terms than other agencies in the Supplier's supply chain and
 - 4.4.2 Any quotations thus received by the Supplier are treated equally and without any discrimination.

5. CHARGES

- 5.1 In consideration of the provision of the Services in accordance with the terms of the Framework Agreement and the Order, the Customer shall pay the Charges calculated in accordance with the Pricing Schedule of the Framework Agreement and published from time to time by ESPO therein and in accordance with the invoicing procedure and payment profile specified in the Agreement.
- 5.2 Payment shall be made within thirty (30) days of receipt by the Customer (at its nominated address for invoices) of a valid invoice, in accordance with the provisions of Schedule 3, from the Supplier.
- 5.3 Where the Supplier enters into a sub-contract with an Agency for the purposes of performing its obligations under the Contract, it shall ensure that a provision is included in such a sub-contract which requires payment to be made of all sums due by the Supplier to the Agency to be within ten (10) Working Days after the Supplier has been paid, and that in total, payment fees do not exceed thirty (30) days from the receipt of a valid invoice.
- 5.4 The Charges are exclusive of Value Added Tax. The Customer shall pay the Value Added Tax on the Charges at the rate and in the manner prescribed by law from time to time.

6. RECOVERY OF SUMS DUE

- 6.1 If any sum of money shall be due from the Supplier, the same may be deducted from any sum then due or which at any time thereafter may become due to the Supplier under this Agreement or any other agreement with the Customer.

7. IMPLEMENTATION PLAN

- 7.1 The Supplier shall provide the Services in accordance with any Implementation Plan as agreed with the Customer as attached hereto as Schedule 5.
- 7.2 The Supplier shall deliver a draft Implementation Plan to the Customer on or before the commencement of the Services to the Customer. The draft Implementation Plan shall be sufficiently detailed as is necessary to manage the implementation of the Services effectively. Once agreed with the Customer (agreement not to be unreasonably delayed or withheld) the Supplier shall monitor its performance jointly with the Customer against the Implementation Plan.

8. MONITORING AND REPORTING

- 8.1 The Supplier shall:
 - 8.1.1 appropriately manage the provisions of the Services that it provides under this Agreement;
 - 8.1.2 be required to provide to the Customer such management information as it reasonably requires including but not limited to the information identified in Schedule 7 and the Framework Agreement.
 - 8.1.3 on reasonable notice grant to the Customer's external and internal auditors access to any relevant data or documentation relating to the Framework Agreement and Order and the supply of the Services for the purpose of carrying out an audit.
 - 8.1.4 Institute, keep and maintain proper and sufficient records in connection with business conducted under this Agreement and for the continuance of this Agreement and for a period of twelve (12) months thereafter allow any nominated representative of the Customer (including the Customer's Authorised Representative, the chief financial officer and the internal and external auditors of the Customer) reasonable access and co-operation with regard to such records.

9. SERVICE LEVELS

- 9.1 The Supplier shall provide the Services to meet or exceed the service levels contained in any Service Level Agreement forming part of the Agreement as attached hereto as Schedule 6.

10. SUPPLIER'S PERSONNEL

- 10.1 The Supplier shall select, employ, train, furnish and deploy in and about the performance of the Services only such persons as are of good character and who are appropriately skilled and experienced.
- 10.2 The Supplier shall comply with any statutory requirements in relation to the recruitment of ex-offenders and disclosures under the Police Act 1997. The Supplier shall ensure that all employees, servants or agents engaged by him in the discharge of his obligations under this Agreement who may be required to work within school premises, or other sites occupied by children and/or vulnerable adults shall be appropriately checked by the Criminal Records Bureau and shall upon reasonable request produce evidence of such satisfactory disclosure.
- 10.3 The Supplier and the Supplier's sub-contractors, staff and agents shall comply with all reasonable requirements of the Customer whilst present at the Customer's premises.
- 10.4 The Supplier shall use reasonable endeavours to ensure that its sub-contractors are subject to the provisions of conditions 10.1, 10.2 and 10.3 above.
- 10.5 The Supplier, its agents, sub-contractors and suppliers shall employ sufficient staff to ensure that the Services are provided at all times in accordance with this Agreement. Without prejudice to the generality of this obligation, it shall be the duty of the Supplier to ensure that a sufficient reserve of staff is available to provide the Services in accordance with the Agreement during staff holidays or absence through sickness or any other cause.
- 10.6 The Customer, acting reasonably, shall have the right to refuse access to its premises at any time to any employee of the Supplier, its agents, sub-contractors or suppliers. The exercise of this right shall not diminish the Supplier's obligation of performance arising under this Agreement.

11. DEFAULT IN PERFORMANCE OF THE SERVICE

- 11.1 The Supplier shall respond promptly to all complaints, oversights and omissions and shall immediately make good any default on its part at its own expense.
- 11.2 Where Services are required or ordered under the Agreement and the Supplier fails to provide such Services or any element thereof in accordance with the Agreement, or in the event of breach or default by the Supplier (which ESPO or the Customer has invited the Supplier to remedy but which has not been remedied) ESPO or the Customer may take whatever action it reasonably considers necessary or appropriate to effect a suitable remedy which may include (but not be limited to) ESPO terminating part or all of the Agreement or obtaining substituted provision of the Services to be supplied under this Agreement. This shall be without prejudice to any other remedy for breach of this Agreement and shall be in addition to and without prejudice to the provisions of Condition 15 hereof.
- 11.3 In taking such above mentioned remedial actions ESPO and/ or the Customer shall be entitled to claim from the Supplier any reasonable and demonstrable excess of costs so directly incurred by ESPO and/ or the Customer over the rates contained in the Pricing Schedule together with all associated costs, charges and expenses as direct losses (including professional fees and VAT). Such amount shall be due as a debt from the Supplier to ESPO or the Customer and payable within 28 days of demand.
- 11.4 Any dispute as to the reasonableness of any debt owed to ESPO and/or the Customer under Condition 11.3 may be referred for determination in accordance with Condition 29.
- 11.5 The rights of ESPO and/ or the Customer under any of the Conditions 11.1 to 11.4 shall be without prejudice to its rights under any other provision of the Agreement.

12. WARRANTIES AND REPRESENTATIONS

- 12.1 The Supplier warrants and represents that:
 - 12.1.1 the Services shall be supplied and rendered by appropriately experienced, qualified and trained personnel with all due skill, care and diligence;
 - 12.1.2 the Supplier shall discharge its obligations hereunder with all due skill, care and diligence including but not limited to the good industry practice and (without limiting the generality of this Condition) in accordance with its own established internal procedures;

13. INSURANCE AND INDEMNITY

- 13.1 The Supplier shall indemnify and keep indemnified the Customer against all losses, damages, costs, charges and expenses at any time incurred or suffered by the Customer and arising directly from any breach by the Supplier of this Agreement, or any of its obligations to the Customer, or from any negligence, negligent act, negligent omission, default, or breach of Contract, on the part of the Supplier or, its employees, and provided always that the Supplier's liability to indemnify the Customer shall be reduced proportionately to the extent that an act or omission the Customer, its servants or officers may have contributed to the said death, loss, injury or damage. The Supplier shall effect and maintain at all times during the continuance of this Agreement and for twelve months thereafter (or such longer period as, depending on the basis of claims covered by the insurance, will effect cover for the limitation period applicable to any relevant claim):
- 13.1.1 Public Liability insurance in the minimum sum of ten million pounds
 - 13.1.2 Employers Liability insurance of not less than ten million pounds
 - 13.1.3 Professional Indemnity insurance of not less than five million pounds
- The levels of insurance cover stipulated for Public Liability and Employer's Liability shall be in respect of any one claim, and without limit, in respect of the number of claims made in any 12 month period of insurance, such insurance to be effected with a reputable insurance company and evidenced immediately upon any reasonable demand by the ESPO Contract Manager to do so.
- 13.2 Temporary Agency Workers engaged via this Agreement by the Supplier will be insured under the Supplier's own Employer's Liability and Public Liability insurance policies whilst under its direction and control.
- 13.3 Temporary Agency Workers engaged via the Agreement will be insured under the Customer's own Employer's Liability and Public Liability insurance policies whilst under its discretion and control, except where the individual Temporary Agency Worker holds his or her own Public Liability insurance
- 13.4 Save to the extent that the cost, liability, expense or demand is caused by the Customer the Supplier shall procure and produce upon demand an indemnity from each Agency whereby the Agency indemnifies the Customer against each and every cost, liability, expense or demand (including redundancy payments or protective awards) and any liability for wrongful dismissal or unfair dismissal or otherwise incurred by the Customer in connection with any temporary placement under the terms of this Agreement, including without limitation any such matter relating to
- 13.4.1 Any claim, cost or proceeding arising directly as a result of the Agency's failure to co-operate or provide information in relation to any Temporary Agency Worker;
 - 13.4.2 The Supplier's failures to pay the Agency and/ or the Agencies failure to pay any Temporary Agency Worker any sums properly due;
 - 13.4.3 Any claim by a trade union, staff association or staff body in respect of any or all of the Temporary Agency Workers arising out of the Agency's failure to comply with its legal obligations;
 - 13.4.4 Any circumstance where the Agency is deemed to be the employer of any Temporary Agency Worker engaged by the Customer under this Agreement. The Supplier will use all reasonable endeavours to alert the Customer to any circumstances where a Temporary Agency Worker might be deemed to have become an employee of either the Supplier or the Agency or the Customer.
- 13.5 Save to the extent that the claim, cost or proceeding is caused by the Customer, the Supplier shall indemnify the Customer against any claim, cost or proceeding arising directly as a result of:
- 13.5.1 The Supplier's failure to pay the Agency;
 - 13.5.2 Any claim by a trade union, staff association or staff body in respect of any or all of the Temporary Agency Workers arising out of the Supplier's failure to comply with its legal obligations;
 - 13.5.3 Any circumstance where the Supplier is deemed to be the employer of any Temporary Agency Worker engaged by the Customer under the Agreement.
 - 13.5.4 Provided that if any third party makes a claim, or notifies an intention to make a claim, against the Customer which may reasonably be considered likely to give rise to a liability under this indemnity (in this clause referred to as "the Claim"), the Customer shall:

- as soon as reasonably practicable, give written notice of the Claim to the Supplier, specifying the nature of the Claim in reasonable detail
- not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the Supplier (such consent not to be unreasonably conditioned, withheld or delayed), provided that the Customer may settle the Claim (after giving prior written notice of the terms of settlement (to the extent legally possible) to the Supplier, but without obtaining the Supplier's consent) if the Customer reasonably believes that failure to settle the Claim would be prejudicial to it in any material respect;
- give the Supplier and its professional advisers access at reasonable times (on reasonable prior notice) to its officers, directors, employees, agents, representatives or advisers, and to any relevant accounts, documents and records within the power or control of the Customer, so as to enable the Supplier and its professional advisers to examine them and to take copies (at the Supplier's expense) for the purpose of assessing the Claim; and
- subject to the Supplier providing security to the reasonable satisfaction of the Customer to the Customer against any claim, liability, costs, expenses, damages or losses which may be incurred, permit the Supplier to take over the handling of the Claim and if the Supplier considers it appropriate to compromise or settle the Claim.

- 13.6 Neither party shall do anything or refrain from doing or omit doing anything, which might render any of the foregoing insurance policies void or voidable.
- 13.7 The Supplier shall ensure that Agencies are bound by the requirements of this Condition 13 and any other related conditions. In instances where the Customer agrees variations in the levels of insurances held by Agencies this will be recorded in the Customer Agreement.
- 13.8 Notwithstanding anything to the contrary in the Agreement, nothing in the Agreement shall exclude, restrict or limit either party's liability for death or personal injury resulting from its negligence.
- 13.9 Notwithstanding 13.2 above, the parties liability to each other under or in connection with this Agreement and the Services or otherwise, whether arising under contract, tort, negligence, breach of statutory duty or otherwise shall be the levels of cover specified in **Condition 13.1**. Where a claim falls within the Service Providers' insurance policy, or where a claim is not required to be covered by an insurance policy, the level of liability shall be £1,000,000.
- 13.10 All warranties, representations, guarantees, conditions and terms, other than those expressly set out in this Agreement whether express or implied by statute, common law, trade usage or otherwise and whether written or oral are hereby expressly excluded to the fullest extent permissible by law.
- 13.11 Neither party shall other than as a consequence of fraud or wilful default by that party, be liable for any claim by the other party for loss of profit or revenue, consequential, economic, special or indirect loss.
- 13.12 For the avoidance of doubt the Supplier will not be responsible for the acts and omissions of Temporary Agency Workers who are under the direction, supervision and control of ESPO or the Customer.

14. INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS

- 14.1 The Supplier shall fully indemnify and hold the Customer harmless against all actions, claims, demands, proceedings, costs, charges and expenses (including legal fees on an indemnity basis) arising from or incurred by reason of any infringement or alleged infringement of any letters patent, designs registered or unregistered, copyright, trade mark, trade name or other Intellectual Property Rights including any wrongful use of confidential information by the use or possession of the Services or any part thereof provided by the Supplier or licensed by the Supplier to the Customer under the Agreement subject to:
- 14.1.1 the Customer promptly notifying the Supplier of any alleged infringement and, subject to **sub-condition 14.1.3** below, allowing the Supplier at their own expense to conduct all negotiations for settlement or litigation;
- 14.1.2 the Customer making no admission without the Supplier's written consent unless and until the Supplier shall have failed to take over the conduct of the negotiations or litigation;

- 14.1.3 the conduct by the Supplier of such negotiations or litigation shall be conditional upon the Supplier having given the Customer such reasonable security as the Customer may require for the compensation, damages, costs and expenses for which the Customer may become liable. The Customer at the Supplier's expense shall give the Supplier all available assistance.
- 14.2 If the Services or any part thereof becomes, or in the Supplier's reasonable opinion is likely to become, subject to any such action for infringement then, in addition to the indemnity under **sub-condition 14.1.1** above, the Supplier shall at its own expense negotiate to obtain the right for the Customer to continue to use the infringing items, if necessary by replacing, remove or modifying them, but without reducing their quality or ability to meet the Customer's requirements as specified by the Agreement.
- 14.3 The Supplier shall indemnify the Customer against all losses, costs, damages and expenses whatsoever during the period that the Customer is deprived of the use of the Services by reason of such negotiations, replacements or modifications the outcome of which will be confirmed by the issue of a Change Request which shall not entitle the Supplier to any addition to the Charges or any extension of the Order lead time.
- 14.4 The Supplier shall not be liable under **sub-condition 14.1.1 and 14.1.2** above for any such infringement or alleged infringement which arises as a result of the including in the Services or any element supplied by the Customer or any use of the Services for a purpose or in a manner different from that specified in, or reasonably to be inferred from, the Agreement.
- 15. TERMINATION**
- 15.1 Either party may at any time by notice in writing terminate this Agreement as from the date of service of such notice:-
- 15.1.1 if there is a change of control, as defined by Section 416 of the Income and Corporation Taxes Act 1988, in the other party or its Parent Company; or
- 15.1.2 the other party being an individual, or where the other party is a firm, any partner or partners in that firm who together are able to exercise direct or indirect control, as defined by Section 416 of the Income and Corporation Taxes Act 1988, shall at any time become bankrupt or shall have a receiving order or administration order made against him or shall make any composition or arrangement with or for the benefit of his creditors, or shall make any conveyance or assignment for the benefit of his creditors, or shall purport to do so, or appears unable to pay or to have no reasonable prospect of being able to pay a debt within the meaning of Section 268 of the Insolvency Act 1986 or he shall become apparently insolvent within the meaning of the Bankruptcy (Scotland) Act 1985 as amended by the Bankruptcy (Scotland) Act 1993 or any application shall be made under any bankruptcy or insolvency act for the time being in force for sequestration of his estate, or a trust deed shall be granted by him for the benefit of his creditors; or any similar event occurs under the law of any other jurisdiction; or
- 15.1.3 the other party, being a company, passes a resolution, or the Court makes an order that the other party or its Parent Company be wound up otherwise than for the purpose of a bona fide reconstruction or amalgamation, or a receiver, manager or administrator on behalf of a creditor is appointed in respect of the business or any part thereof of the other party or the Parent Company, or circumstances arise which entitle the Court or a creditor to appoint a receiver, manager or administrator or which entitle the Court otherwise than for the purpose of a bona fide reconstruction or amalgamation to make a winding-up order, or the other party or its Parent Company is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or any similar event occurs under the law of any other jurisdiction.
- 15.1.4 the Customer may at any time by notice in writing terminate this Agreement forthwith, if the Supplier is in Default of any material or fundamental breach of any obligation under this Agreement
- 15.2 Either party may at any time by notice in writing terminate this Agreement forthwith, if the other party is in Default of any obligation under this Agreement and:
- 15.2.1 the Default is capable of remedy and the other party shall have failed to remedy the Default within thirty (30) days of written notice to the that party specifying the Default and requiring its remedy; or

15.2.2 the Default is not capable of remedy.

15.3 Termination in accordance with this **Condition 15** shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to any Party.

15.4 In the event of any termination of this Agreement whether under this **Condition 15** or otherwise, and without prejudice to any other rights (including the right to recover damages) that may accrue to the benefit of the Customer under this Agreement or otherwise, the Customer shall be entitled to obtain a refund of any Charges paid by the Customer in respect of any Services which have not been performed by the Supplier in accordance with the terms of the Agreement.

16. CONFIDENTIALITY

16.1 Each Party:

16.1.1 shall treat all Confidential Information belonging to the other Party as confidential and safeguard it accordingly; and

16.1.2 shall not disclose any Confidential Information belonging to the other Party to any other person without the prior written consent of the other Party, except to such persons and to such extent as may be necessary for the performance of the Agreement or except where disclosure is otherwise expressly permitted by the provisions of the Agreement.

16.2 The Supplier shall take all necessary precautions to ensure that all Confidential Information obtained from the Customer under or in connection with the Agreement:

16.2.1 is given only to such of its staff, sub-contractors and agents engaged in connection with the Agreement and only to the extent necessary for the performance of the Agreement;

16.2.2 is treated as confidential and not disclosed (without prior approval) or used by any staff, sub-contractors or agents otherwise than for the purposes of the Agreement.

16.3 Where it is considered necessary in the opinion of the Customer, the Supplier shall ensure that its staff, sub-contractors and agents sign a confidentiality undertaking before commencing work in connection with this Agreement. The Supplier shall ensure that its staff, sub-contractors and agents are aware of the Supplier's confidentiality obligations under this Agreement.

16.4 The Supplier shall not use any Confidential Information it receives from the Council, Contracting Authority or the Customer otherwise than for the purposes of the Agreement.

16.5 The provisions of **Conditions 16.1 to 16.4** shall not apply to any Confidential Information received by one Party from the other:-

16.5.1 which is or becomes public knowledge (otherwise than by breach of this Condition);

16.5.2 which was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;

16.5.3 which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;

16.5.4 is independently developed without access to the Confidential Information; or

16.5.5 which must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA, or the EIR pursuant to **Condition 18**.

16.6 Nothing in this Condition shall prevent the Customer from:

16.6.1 disclosing any Confidential Information for the purpose of the examination, audit and certification of the Customer's accounts

16.6.2 disclosing any Confidential Information obtained from the Supplier to any person engaged in providing any services to the Customer for any purpose relating to or ancillary to the Agreement;

16.6.3 provided that in disclosing information under **condition 16.6.2** the Customer discloses only the information which is necessary for the purpose concerned and requires that the information is treated in confidence.

- 16.7 The Supplier shall not without the prior written consent of the Customer divulge the existence of the Agreement or any Order or disclose any information relating to or contained in the Agreement to any person who is not engaged in the performance of the Agreement.
- 16.8 In the event that the Supplier fails to comply with this **Condition 16** the Customer reserves the right to terminate the Agreement by notice in writing with immediate effect.
- 16.9 The provisions of this **Condition 16** shall apply notwithstanding termination of the Agreement.
- 17. DATA PROTECTION ACT 1998**
- 17.1 The Parties shall at all times comply with the Data Protection Act 1998 including, where appropriate maintaining a valid and up to date registration or notification under the Data Protection Act 1998.
- 17.2 The Parties shall not disclose Personal Data to any third parties other than:
- 17.2.1 to staff, sub-contractors and agents to whom such disclosure is reasonably necessary in order to perform the Agreement; or
- 17.2.2 to the extent required under a court order
- provided that disclosure under condition 17.2.1 is made with the approval of the other Party and subject to written terms no less stringent than the terms contained in this Condition and that the Party shall give notice in writing to the other Party of any disclosure under condition 17.2.2 immediately it is aware of such a requirement.
- 17.3 The Parties shall indemnify and keep indemnified each other against all losses, claims, damages, liabilities, costs and expense (including reasonable legal costs) incurred by it in respect of any breach of this condition by the Parties and/or any act or omission of any staff, sub-contractor or agent.
- 17.4 The Parties are required to comply with the obligations set out in Principle Seven of the Data Protection Act 1998.
- 17.5 In this condition Personal Data means personal data as defined in the Data Protection Act 1998 which is supplied by one Party to the other therein or obtained in the course of performing the Agreement.
- 18. FREEDOM OF INFORMATION ACT 2000 (FOIA) AND ENVIRONMENTAL INFORMATION REGULATIONS 2004 (EIR)**
- 18.1 The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the EIR and shall assist and co-operate with the Customer (at the Supplier's expense) to enable the Customer to comply with these information disclosure requirements.
- 18.2 The Supplier shall and shall procure that its sub-contractors shall;
- 18.2.1 transfer any request for information to the Customer as soon as practicable after receipt and in any event within two (2) Working Days of receiving a request for information (or such other period as stipulated by the Customer requesting the information); and
- 18.2.2 provide the Customer with a copy of all information in its possession or power in the form that the Customer requires within seven (7) Working Days (or such other period as the Customer requesting the information); and
- 18.2.3 provide all necessary assistance as reasonably requested by the Customer to enable the Customer to respond to a request for information within the time for compliance set out in the FOIA or the EIR.
- 18.3 The Customer shall be responsible for determining at its absolute discretion whether commercially sensitive information and/or any other information;
- 18.3.1 is exempt from disclosure in accordance with the provisions of the FOIA or the EIR; and
- 18.3.2 is to be disclosed in response to a request for information and in no event shall the Supplier respond directly to a request for information unless expressly authorised in writing to do so by the Customer.
- 18.4 The Supplier acknowledges that the Customer may be obliged under the FOIA or the EIR to disclose information;
- 18.4.1 without consulting the Supplier; or

18.4.2 following consultation with the Supplier and having taken its views into account.

18.5 The Supplier shall ensure that all information produced in the course of the Agreement or relating to the Agreement is retained for disclosure and shall permit the Customer to inspect such records as requested from time to time.

18.6 The Supplier acknowledges that any lists or schedules provided by it outlining confidential information are of indicative value only and that the Customer may nevertheless be obliged to disclose Confidential Information in accordance with **Condition 18.4**.

19. SOCIAL RESPONSIBILITY

19.1 The Parties agree that there shall be no discrimination by it against any person with respect to opportunity for employment or conditions of employment, because of age, culture, disability, gender, marital status, race, religion or sexual orientation.

19.2 The Parties shall in all matters arising in the performance of the Agreement comply with the provisions of the Equality Act 2010 and any other related legislation.

19.3 The Parties shall in all matters arising in the performance of the Agreement comply with all legislation currently in force.

19.4 The Parties must comply with the provisions of the Race Relations Act 1976 and the Race Relations (Amendment) Act 2000 and shall ensure that they perform their responsibilities under this Agreement with due regard to the need to eliminate unlawful racial discrimination, and to promote equality of opportunity and good relationships between different racial groups.

19.5 The Parties shall, at all times, be responsible for and take all such precautions as are necessary to protect the health and safety of all employees, volunteers, service users and any other persons involved in, or receiving goods or services from, the performance of the Contract and shall comply with the requirements of the Health and Safety at Work Act 1974 and any other Act or Regulation relating to the health and safety of persons and any amendment or re-enactment thereof.

19.6 ESPO and the Customer shall be entitled at ESPO's and the Customer's expense to inspect such books, accounts and records belonging to the Supplier as are necessary to demonstrate compliance with **Conditions 19.1 to 19.5** above.

19.7 The cost to the Supplier of complying with this **Condition 19** shall be included in the Charges.

20. CORRUPT GIFTS AND PAYMENTS

20.1 The Customer shall be entitled to cancel and terminate the Agreement and to recover from the Supplier the amount of any loss resulting from such cancellation or termination if the Supplier or any person on its behalf shall have offered or given or agreed to give any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or having done or forborne to do any act in relation to the obtaining or execution of the Agreement or any other contract with the Customer or for showing or forbearing to show favour or disfavour to any person in relation to the Agreement or any other contract with the Customer or if like acts shall have been done by any person employed by the Supplier or acting on its behalf (whether with or without the knowledge of the Supplier) or if in relation to any contract with the Customer the Supplier or any person employed by the Supplier or acting on its behalf shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916 or shall have given any fee or reward the receipt of which is an offence under Section 117 (2) and (3) of the Local Government Act 1972.

20.2 The decision of the Customer shall be final and conclusive in any dispute, difference or question arising in respect of:

20.2.1 the interpretation of this **Condition 20**; or

20.2.2 the right of the Customer under this **Condition 20** to terminate the Agreement

21. FORCE MAJEURE

21.1 For the purposes of the Agreement the expression Force Majeure shall mean any cause affecting the performance by a party of its obligations arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control including (but without limiting the generality thereof) governmental regulations, fire, flood, or any disaster or an industrial dispute affecting a third party for

which a substitute third party is not reasonably available. Any act, event, omission, happening or non-happening will only be considered Force Majeure if it is not attributable to the wilful act, neglect or failure to take reasonable precautions of the affected party, its agents or employees.

- 21.2 Neither party shall in any circumstances be liable to the other for any loss of any kind whatsoever including but not limited to any damages or abatement of Charges whether directly or indirectly caused to or incurred by the other party by reason of any failure or delay in the performance of its obligations hereunder which is due to Force Majeure. Notwithstanding the foregoing, each party shall use all reasonable endeavours to continue to perform, or resume performance of, such obligations hereunder for the duration of such Force Majeure event.
- 21.3 If either of the parties shall become aware of circumstances of Force Majeure which give rise to or which are likely to give rise to any such failure or delay on its part it shall forthwith notify the other by the most expeditious method then available and shall inform the other of the period which it is estimated that such failure or delay shall continue.
- 21.4 It is expressly agreed that any failure by the Supplier to perform or any delay by the Supplier in performing its obligations under the Agreement which results from any failure or delay in the performance of its obligations by any person, firm or company with which the Supplier shall have entered into any contract, supply arrangement or sub-contract or otherwise shall be regarded as a failure or delay due to Force Majeure only in the event that such person firm or company shall itself be prevented from or delayed in complying with its obligations under such contract, supply arrangement or sub-contract or otherwise as a result of circumstances of Force Majeure.
- 21.5 For the avoidance of doubt it is hereby expressly declared that the only events which shall afford relief from liability for failure or delay shall be any event qualifying for Force Majeure hereunder.

22. HEALTH AND SAFETY

- 22.1 Both Parties shall comply with the provisions of the Health & Safety at Work Act 1974, the Management of Health & Safety at Work Regulations 1999 and the Provision and Use of Work Equipment Regulations 1998. All other health and safety assessments required by specific regulation and codes of practice relating to your business must also be strictly applied. The Supplier is to have monitoring, inspection, review and, where appropriate, health surveillance arrangements in place to meet its responsibilities and may be required to produce documentation to prove that procedures have been carried out in accordance with the regulations upon reasonable request. All Temporary Agency Workers must be aware of and abide by Health & Safety standards and be aware of their duty of care to other employees and members of the public. Temporary Agency Workers shall adhere to a Customer's health and safety requirements at all times and work within the Customer's culture and values.
- 22.2 Both Parties shall in performing the Services adopt safe methods of work in order to protect the health and safety of its own employees and to the extent applicable the employees of the Customer and all other persons, including members of the public provided that the Customer shall be responsible for the Health and Safety of the Temporary Agency Workers whilst they are under the Customer's control and shall supply the Supplier with any pertinent Health and Safety information relating to any Services. Save to the extent that the losses, costs, or damages are caused or contributed to by ESPO or the Customer, the Supplier shall indemnify ESPO and the Customer for any direct losses, costs, or damages, caused to ESPO and/ or the Customer for any breaches of health and safety laws, policies, or codes of practice, by the Supplier.
- 22.3 The Supplier shall request that any Agencies used are bound by the requirements of this Condition 22.
- 22.4 In respect of each Assignment, the Customer shall provide the Supplier full details of:
 - 22.4.1 the intended duties of the Temporary Agency Worker;
 - 22.4.2 any special skills which it requires the Temporary Agency Worker to have including any experience, training, qualifications or authorisations including those required by a professional body or by law;
 - 22.4.3 any risks to health and safety known to the Customer and any steps that may have been taken to prevent or control such risks;

22.4.4 any specific health and safety information which the Customer wishes to be passed on to the Temporary Agency Worker.

22.5 The Customer acknowledges that neither the Supplier nor any Agency has the obligation (or the opportunity) to supervise, direct or control the manner, time or place of any Temporary Agency Worker's work. The Customer shall provide on behalf of the Supplier and the Agency sufficient supervision, direction and control over the Temporary Agency Worker throughout the Assignment.

23. TUPE

23.1 The Customer warrants that it has to the best of its ability prior this agreement given to the Supplier sufficient and accurate information regarding each and every Relevant Employee as is necessary to enable the Supplier to assess fully the impact of the Transfer of Undertaking (Protection of Employment) Regulations 2006 (or as may be amended) and the consequences for the Supplier

23.2 In the event that the Transfer of Undertaking (Protection of Employment) Regulations 2006 (or as may be amended) apply upon expiry or termination of this Agreement or any of the contracts of employment of any person employed or engaged by the Supplier shall be transferred from the Supplier to any third party (Replacement Supplier) engaged by Customer to perform any of the Services or any service equivalent or similar to any of the Services the Supplier shall indemnify and keep indemnified Customers from and against all liabilities arising directly as a result of the Supplier breaching its obligations under the Transfer of Undertaking (Protection of Employment) Regulations 2006.

23.3 For the purposes of this clause "Relevant Employee" means person employed or engaged by the Customer or by any third party engaged by Customer to perform any of the Services or any service equivalent or similar to any of the Services prior to the commencement of the Agreement

24. TRANSFER AND SUB-CONTRACTING

24.1 The Agreement is personal to the Supplier. The Supplier shall not assign, novate, sub-contract or otherwise dispose of the Agreement or any part thereof without the prior consent in writing of the Customer.

24.2 Notwithstanding any sub-contracting permitted hereunder, the Supplier shall remain primarily responsible for the acts and omissions of its sub-contractors as though they were its own.

25. AMENDMENTS TO THE AGREEMENT

25.1 The Agreement shall not be varied or amended unless such variation or amendment is agreed in writing by the respective Authorised Representative of the Customer and by a duly authorised representative of the Supplier. No variation of the Agreement shall limit or remove the Supplier's obligations under the Framework Agreement.

26. COMMUNICATIONS

26.1 Any notice which either party is required to give to the other shall be given in or confirmed by writing and shall be sufficiently served if sent to the other party at its address specified in the Order form either by (a) hand, (b) first class post or recorded delivery or, (c) facsimile, or (d) electronic mail transmission confirmed by registered, first class post or recorded delivery within 24 hours of transmission.

26.2 Either party may change its address for service by notice as provided in this **Condition 26.1**.

27. SEVERABILITY

27.1 If any provision of the Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if the Agreement had been executed with the invalid, illegal or unenforceable provision eliminated. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the Agreement, the Customer and the Supplier shall immediately commence good faith negotiations to remedy such invalidity.

28. WAIVER

- 28.1 The failure of either party to insist upon strict performance of any provision of this Agreement, or the failure of either party to exercise any right or remedy to which it is entitled hereunder, shall not constitute a waiver thereof and shall not cause a diminution of the obligations established by this Agreement.
- 28.2 A waiver of any Default shall not constitute a waiver of any subsequent Default whether of the same or a different nature.
- 28.3 No waiver of any of the provisions of the Agreement shall be effective unless it is expressly stated to be a waiver and communicated to the other party in writing in accordance with the provisions of Condition 26.

29. DISPUTE RESOLUTION

- 29.1 If any dispute or difference of any kind whatsoever shall arise between the Customer and the Supplier in connection with or arising out of this Agreement or the carrying out of the Services, including any disputes as to any decision, opinion, instruction, direction, certificate or valuation given by any officer of the Customer (whether during the progress of this Agreement or after its completion and whether before or after the termination, abandonment or breach of this Agreement, the Parties shall attempt in good faith to negotiate a settlement and to this end the respective Authorised Representative of the Customer and the Supplier shall meet to endeavour to resolve the conflict.
- 29.2 If the respective Authorised Representatives of the Customer and the Supplier fail to reach agreement within fifteen (15) Working Days of either Party notifying the other of the dispute the dispute shall be escalated to a discussion between the relevant Service Director of the Customer (or equivalent) and the Managing Director (or equivalent) of the Supplier for resolution.
- 29.3 If the Parties fail to reach agreement within twenty (20) Working Days of reference to the Service Director (or equivalent) and the Managing Director (or equivalent) the dispute shall be referred to the ESPO Contract Manager for mediation.
- 29.4 If the Parties remain unable to resolve the dispute within thirty (30) Working Days of the Mediator being appointed, or such longer period as may be agreed, then either Party may seek redress via the Courts.

30. ACTION UPON EXPIRY OR TERMINATION

- 30.1 On expiry or termination of this Agreement the Parties will comply with the provisions of Schedule 8 in order to maintain an orderly continuation of the Services.

31. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 31.1 With the exception of ESPO which shall have the right to enforce the provisions set out in the Framework Agreement in relation to the payment of retrospective rebate neither party intends to confer any other right or benefit upon a third party and for the avoidance of doubt, save as excepted herein, the provisions of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded from the Agreement.

32. LAW AND JURISDICTION

- 32.1 This Agreement shall be considered as a contract made in England and according to English Law and subject to the exclusive jurisdiction of the English Courts to which both parties hereby submit.
- 32.2 This Agreement is binding on the Customer and its successors and assignees and the Supplier and the Supplier's successors and permitted assignees.

33. ENTIRE AGREEMENT

- 33.1 The Agreement together with the Framework Agreement, any subsequent variation to the Agreement made in accordance with condition 25 of the Agreement, the Order constitutes the entire understanding between the parties relating to the subject matter of this Agreement and, save as may be expressly referenced or referred to herein, supersedes all prior representations, writings,

negotiations or understandings with respect hereto, except in respect of any fraudulent misrepresentation made by either party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as a deed and delivered it on the day first above written

The Common Seal of)
THURROCK BOROUGH COUNCIL)
was hereunto affixed in the presence of:)

Authorised Signatory

Executed as a deed by **COMENSURA LIMITED**

..... Director

acting by Andrew Burchall, a director, in the presence of:

.....
SIGNATURE OF WITNESS

NAME, ADDRESS AND OCCUPATION OF WITNESS:

SCHEDULE 1 to the CUSTOMER AGREEMENT PROTOCOL

ESPO on behalf of Pro5 is the lead contracting body and as such will maintain overall responsibility for the performance management, review and renewal of the Framework Agreement unless otherwise agreed within Pro5.

Customers will be responsible for managing their own Local Arrangements including contract reviews for their own service delivery needs.

As such Customers will be required to:

- a) Agree the local implementation of the provision of the Services and integration of electronic systems between their own organisation and the Supplier.
- b) Identify a named officer (Contract Manager) who shall be a single point of contact for the Supplier and ESPO and/or Pro5 member.
- c) Agree their own (tiered) Agency lists for temporary staffing requirements (where applicable) and any variations to the performance management tool used to monitor and manage Agencies.
- d) Specify their own job descriptions and person specifications for Temporary Agency Workers.
- e) Communicate to the Supplier any organisational policies or procedures that the Supplier, Agencies or Temporary Agency Workers will be required to observe in the delivery of the Services including any requirements for the clearance checking of Temporary Agency Workers including CRB requirements.
- f) Communicate any requirements for access to data relating to Temporary Agency Workers.
- g) Advise on the use of Job Centre Plus or any other local procurement initiatives relating to the selection of Agencies, together with any requirements for local work with other Customers on pay rates to Temporary Agency Workers.
- h) Confirm the suitability of the Key Performance Indicators detailed in the Service Level Agreement forming part of the Customer Agreement.
- i) Specify individual requirements for the provision of Management Information reporting.
- j) Specify individual requirements for data release to law enforcement agencies.
- k) Be responsible for the payment of invoices issued by the Supplier in respect of the Services delivered to them and to specify any local variations to invoicing requirements.
- l) Agree details of their own baseline against which savings will be calculated.
- m) Attend overarching contract review meetings as organised by ESPO from time to time.
- n) Manage locally any performance issues or continuous improvement actions and to escalate to ESPO only those matters that frustrate the Local Arrangements.
- o) Note that ESPO shall need to access all management information for the purpose of managing the Framework Agreement.

Any service delivery requirements that are locally agreed relating to the above points and any other variations to the Customer Agreement including Contract Standards and the Service Level Agreement should be recorded in **Schedule 4 (Local Arrangements)** to this Customer Agreement

SCHEDULE 2 to the CUSTOMER AGREEMENT
SERVICES DESCRIPTION
SPECIFICATION

a. General

The Customer requires a Supply Chain Management Supplier to manage the delivery of all temporary agency staff for retained services (those services not outsourced to strategic partner organisations) at all levels of the organisation.

The provision is for Council staff only, albeit this does include educational schools based staffing requirements where the Council's own Children, Education and Families directorate is responsible for the service, i.e. play-workers and crèche workers.

b. General Requirements

The Customer will be requiring the Core Specification set out in Section 6 of the Service Specification of the Invitation to Quote of the Framework Agreement 653F for the Provision of Managed Services for Temporary Agency Resources; tenderers will therefore need to customise their responses to the Core Specification to fit with the Customer's vision and priorities.

c. System Requirements

Appendix 6 provides for the Customer's ICT infrastructure and tenderers will need to ensure that their approach is compatible with the Customer's ICT infrastructure.

d) Regeneration & Sustainability

The Customer has a key role to play in the regeneration of the borough of Thurrock and supporting the local economy. Tenderers will be required to demonstrate how they will support local businesses and agencies through realistic and sustainable arrangements to use these wherever possible for the provision of temporary agency resources, including, but not limited to, Job Centre Plus.

e) Management Information

Management information is a key requirement for the Customer to enable central visibility of the Council's use of temporary agency resources, to track trends and provide for better overall resource management and to provide management information on costs to both reduce the overall cost of agency resources and demonstrate value for money.

In addition, management information will be required to manage the use of temporary agency resources and in particular, manage the impact of all employment legislation such as The Agency Workers Regulation 2010 and the potential risks associated with this.

f) Contract Performance Reviews

As a first generation user of a Supplier, introducing this approach will involve a significant culture change that will require support and guidance from the incoming Supplier. During the initial period of the contract it is anticipated that a range of issues will be identified and the Customer will expect the Supplier to support its own Contract Manager in addressing and responding to any performance issues and therefore it would be anticipated that over the first 2 or 3 months of the Customer Agreement going live performance review meetings with the Contract Manager and senior service users would take place on a weekly basis. Once the Customer Agreement has been bedded down and service levels levelled out and achieving performance targets, these meetings would expect to be scheduled for monthly and then moving to quarterly.

The Supplier will send the appropriate personnel to each review with the Customer which will focus in detail on the service delivered to that Customer.

For the avoidance of doubt, attendance at such meetings will be at no cost to the Customer.

g) Management Information

Management information shall be required by the nominated Contract Manager of the Customer. Management information outline requirements are set out in Schedule 7 of the Customer Agreement and these will be firmed up with the Supplier during the implementation stage.

For the avoidance of doubt, provision of management information will be at no cost to the Customer.

H) Invoicing & Payment Requirements

The Customer operates a purchase order arrangement whereby a Purchase Order Number has to be raised in advance of orders being placed. It will be the Customer's aim to raise a blanket purchase order for all Temporary Agency Worker requirements annually and the Supplier will be required to support the initial calculations for this and then manage this to ensure that orders do not exceed the agreed value. This is to be done on an annual basis.

It is the Customer's wish to receive a single invoice monthly in a format that can be broken down internally for internal recharging and therefore the Supplier will be required to demonstrate how they would propose to do this. It is expected that this will be achieved electronically and tenderers should demonstrate that they have achieved this elsewhere.

The Customer will also require that each assignment includes an objective and subjective code to facilitate internal recharging.

MSTAR Core Specification

Core Requirements

The following service requirements are core for all Customers:

1. GENERAL REQUIREMENTS

- 1.1. The Supplier must be able to source and manage the effective provision of Temporary Agency Workers across the Customer organisation.
- 1.2. The Supplier must be able to supply Temporary Agency Workers themselves or through Agencies:
 - 1.2.1. for all Assignments; this will be up to 24 hours a day, seven days a week, 365 days a year (dependant upon the type of Temporary Agency Worker required)
 - 1.2.2. in all skill sets required across the entire Customer organisation (a list giving a broad overview is enclosed at Appendix 2 of the Invitation to Tender)

- 1.2.3. in a timely manner i.e. in accordance with the timescales set out in the SLA (see **Schedule 6 of the Customer Agreement**) or as otherwise for individual service delivery or Assignments
- 1.3. The Supplier should fill the vacancy with the Candidate that most closely meets the job description and person specification (or equivalent) as provided by the Hiring Manager with any adjustments made to make it a free and fair process.
 - 1.4. The Supplier must deliver a service which meets the needs of the Customers to which they supply Services as described above; these may include county, unitary, metropolitan borough or district Council Customers and wider public sector bodies and third sector groups.
 - 1.5. In doing this the Supplier must deliver, to the Customer, Services which meet the needs of the various parties within the Customer organisation e.g. the HR department, the procurement team, and the Hiring Managers.
 - 1.6. The Supplier is required to ensure that their staff provide Temporary Agency Workers with access to work in a fair and non-discriminatory manner
 - 1.7. The Supplier must deliver a service which represents and continues to represent excellent value for money in light of current pressures on spending that exist within the public sector.
 - 1.8. Regardless of the service model proposed, the Supplier must establish a process of year-on-year improvement, by setting measurement tools at the beginning of each year of the Contract. The Supplier shall be mindful of future developments and ensure that any service offering will be able to be further developed to meet future requirements as required, which will be measured against the relevant year's baseline.
 - 1.9. Service delivery proposals offered must include direct cost savings that are delivered transparently on a year-on-year basis as well as indirect cost savings to be achieved through process efficiencies amongst other efficiencies. Savings should be calculated on a 2009 / 2010 baseline initially (or other appropriately current basis) and reviewed and re-set at the end of each year.



VETTING AND COMPLIANCE WITH POLICY AND LEGISLATION

- 4.41. The Supplier shall verify the identity and nationality of Agency Workers in accordance with UK Boarder and Immigration Agency guidelines and codes of practice. The Supplier shall ensure that two (2) proofs of address are kept on file, and must be kept up to date and/or revisited as required. The Supplier shall ensure suitable processes and procedures are in place to ensure that any permits granted to the Temporary Agency Worker are checked in advance of expiry in order that the Customer is not at risk of employing someone who is not eligible to work in the UK.
- 4.42. The Supplier shall ensure that any qualifications held by the Temporary Agency Worker in order to meet the Authorised Officer's person specification are verified by the Agency (or the Supplier if he is providing Temporary Agency Workers himself) having had sight of the original certificates. Certified photocopies of qualification certificates are to be held on file throughout

the duration of a placement by the Supplier and/or Agency and for a period of at least five (5) years to comply with the Customers' audit regulations.

4.43. In relation to the Immigration, Asylum and Nationality Act 2006 and any other relevant legislation and/or code of practice:

4.43.1. The Supplier shall be required to comply with the requirements of the Asylum and Immigration Act 2006 and shall be responsible for checking that all Temporary Agency Workers have the right to work in the United Kingdom either as a British Citizen or that necessary permits have been obtained and this should be evidenced in the Temporary Agency Workers employment portfolio. The identity and nationality of Temporary Agency Workers shall be verified through passport or photo-card driving licence. In addition proof of address shall be required e.g. utility bills / council tax. All certified photocopies are to be retained on file throughout the duration of a placement and for a period of at least five (5) years to comply with the Customers' audit regulations. Evidence of this may be required of the Temporary Agency Worker when they attend the Assignment

4.43.2. The Supplier should ensure that they (if the Supplier is providing Temporary Agency Workers himself) and Agencies have procedures for monitoring relevant clearance / visas on an ongoing basis allowing Temporary Agency Workers to work in different areas. This will involve monitoring status, expiry dates and hours worked and ensuring that visas / work permits do not restrict where the Temporary Agency Worker can work.

4.44. The Supplier is required to comply with all current as well as future legislation in respect of the Temporary Agency Worker Directive, and any other relevant legislation to make certain that the requirements of such legislation is being met throughout the duration of contract period.

4.45. The Supplier is required to ensure that Agencies, where used, put forward Candidates on whom they hold and maintain up to date information on the following:

- A full employment history, together with a satisfactory written explanation of any gaps in employment, including where owing to a disability
- A signed application form and Curriculum Vitae (CV)
- Documentary evidence of all relevant qualifications
- Applicable training i.e. manual handling
- Proof of right to work in the UK
- Proof of identity including a recent photograph i.e. in the form of a valid and current passport or driving licence
- Proof of address
- Verification of why employment / position was ended in the case where a Candidate has previously worked with children or vulnerable adults
- Two (2) written references, one (1) which is from the most recent previous employer
- CRB disclosure check which is appropriate to the role offered i.e. the relevant ISA barred list children / adult has been checked
- Details of any criminal offences including where detailed on Candidate's CRB disclosure
- Driving licence / motor vehicle insurance and a current MOT certificate
- Professional memberships; i.e. for social care professionals valid GSCC registration is required and must be renewed before the expiry date, not after the expiry date

Agencies, where used, will be responsible for validating the accuracy of the information supplied by all Candidates

4.46. A number of jobs may have a requirement for Criminal Records Bureau, POVA and/or ISA checks to be undertaken on Temporary Agency Workers before they are put forward for placement in any of the Customers. These will be identified by Hiring Managers at the

implementation stage of the contract, and if required a charging structure agreed for the provision of this service. Charges will not be raised where checks have already been made and evidenced to the satisfaction of the Customer.

- 4.47. The Supplier will be responsible for ensuring that they, if they are providing Temporary Agency Workers themselves and Agencies are undertaking such checks and must make available on request to the Customer the reference number and date of the CRB check of any Temporary Agency Worker put forward for placement by the Supplier. The Supplier will not put forward for placement any individual who appears unsuitable as a result of the information received from the checks.
- 4.48. The Supplier will ensure that they, if they are providing Temporary Agency Workers themselves, and Agencies comply with the requirements of the CRB and ISA and that the Temporary Agency Worker takes a copy of the disclosure to the commencement of each Assignment for review by the Hiring Manager prior to commencing the Assignment. Suppliers are also required to be compliant with the Safer Recruitment in Education Guidance and to hold the DfE Quality Mark for Education.
- 4.49. The Supplier must ensure that the Customer is informed where a Candidate is under investigation from external agencies. This includes but is not limited to, the General Social Care Council (GSCC).
- 4.50. The Supplier must ensure that if they, where providing Temporary Agency Workers themselves, and the Agency receive 'additional information' about a Candidate from the CRB that a Chief Constable considers relevant to the post applied for and where this cannot be shared with the Customer, this may well affect their ability to be engaged to fulfil an Assignment. Such a Candidate will not be allocated any Assignment within the Customer organisation which involves working in areas requiring a CRB check.
- 4.51. The Supplier must also ensure that Temporary Agency Workers make a signed and dated declaration regarding unspent previous criminal convictions subject to the Rehabilitation of Offenders Act 1974. A copy must be provided to the Customer within three (3) Working Days. Existing Temporary Agency Workers and new applicants for temporary work who have a previous criminal record should only commence work after the approval of the Customer is sought. All applicants for placement at any of the Customers must be informed in writing that undeclared criminal convictions which subsequently become known may result in the Customer instructing the Supplier that the Temporary Agency Worker may be removed from the delivery of services. If a Temporary Agency Worker is convicted of an offence whilst on Assignment, the Supplier shall notify the Customer immediately and seek to reach agreement on the appropriate course of action. Generally speaking this shall not include motoring offences though for certain posts motoring offences may need to be reviewed. Customers shall agree with the Supplier which posts motoring offences must be reviewed.
- 4.52. The Supplier should ensure that Agencies provide current and suitable references for Candidates put forward for an Assignment
- 4.53. The Supplier shall support Customers in addressing the requirements of the Temporary Agency Worker Directive and provide a cost effective, legal method of managing this transition. The Supplier shall suggest means of finding economic and innovative solutions to managing resource which uses the legislation to the Customer's advantage.
- 4.54. In the unlikely event that a waiver to any of the above vetting and compliance issues is sought by the Hiring Manager, the Supplier shall not agree to such a waiver without the express consent of the Customer's Contract Manager. Such a waiver should be treated as temporary and only until such a point where any waived items/checks are completed as agreed between the Supplier and the Customer's Contract Manager.

6. SUPPLIER PERSONNEL & CONTRACT MANAGEMENT

- 6.1. The Supplier shall ensure that only suitably experienced and qualified staff shall be used to provide the Services.
- 6.2. The Supplier shall demonstrate how they manage business continuity and ensure effective recruitment and retention of staff.
- 6.3. The Supplier shall nominate an Account Manager to the Contract who is the primary and single point of contact for the Customer's Contract Manager.
- 6.4. The Supplier will ensure that there is a suitable structure and level of resource in place to deliver the Services which will be fronted by the nominated Account Manager.
- 6.5. Once operational, significant changes or reductions in the assigned personnel will not be made without prior written consent of the Contract Manager; such consent will not be refused unreasonably.
- 6.6. The Supplier will be proactive when managing the Contract including but not limited to:
 - dealing with and resolving complaints
 - slippages in performance or service standards
 - identifying and presenting opportunities to secure additional savings
 - building and working with Agencies to maintain a wide and diverse Candidate pool.

The Supplier shall also be proactive in raising with the Contract Manager any opportunities and / or issues (potential or actual) that are affecting or may affect the above.

- 6.7. The Supplier will participate in regular face to face contract review meetings with the Contract Manager at the Customer's premises. Attendance at such reviews shall be by suitably senior personnel. Initially during and immediately after Implementation this shall be at least monthly (or more frequently if required) and thereafter **quarterly or six (6) monthly**, to be agreed with the Contract Manager.
- 6.8. Attendance at regular review meetings is essential and will be at no cost to the Customer.
- 6.9. The Customers reserve the right to request additional meetings where necessary to address any matters arising in between the review meetings. Such requests shall not be made unreasonably and again will be at no cost to the Customer.
- 6.9.1. The Supplier will manage the supply chain in a systematic manner which can enable them to organise and regularly provide feedback to the Agency in respect of:
 - the Agency's performance – feedback in terms of the standard of service they are supplying.
 - the Temporary Agency Worker – why their Applicant was accepted / rejected, general feedback in terms of the Temporary Agency Worker's ability, suitability for the post and conduct.
- 6.10. The Supplier shall provide evidence that they are actively seeking feedback from Agencies on their performance and that of the Customer to maintain and improve Service standards. Such feedback shall be shared with the Contract Manager at regular review meetings.

7. PAY RATES TO TEMPORARY AGENCY WORKERS

- 7.1. The rates of pay received by the Temporary Agency Worker shall be determined by the Customer's Contract Manager in agreement with the Supplier. The Supplier shall provide

details of how they will provide regular advice and information to the Customer of pay rates and conditions in the local and sub-regional market. Any such agreement shall take into account the provisions of the Temporary Agency Worker Directive and any other such relevant legislation which comes into effect.

- 7.2. The Supplier will use their knowledge and expertise to work with the Customer to identify appropriate pay rates for roles.
- 7.3. For PAYE Temporary Agency Workers the Supplier will ideally charge actual NI on the earnings of the Temporary Agency Worker as well as WTD which will equate to the total wage costs
- 7.4. For Limited Company Workers their total wage costs will be equal to their pay rate as tax and statutory costs will be paid through their company.
- 7.5. Payments shall be in line with Working Time Regulations. This payment and employer's NI charged will be itemised separately on invoices and available as part of all management information.

8. FEES AND SAVINGS

- 8.1. The Supplier Fee to be charged by the Supplier during each year of the contract shall be agreed at the outset and capped for the duration of the contract.
- 8.2. The Supplier Fee should provide excellent value for money, and be transparent to all parties; including the Agencies and the Customers. The MSP must recognise the potential for fees to be benchmarked following any re-opening of competition and in particular those competitions utilising reverse e-auction technology. MSP should avoid multiple pricing policies and must use their best endeavours to provide managed services at a consistent best value rate across the Framework provision.
- 8.3. The Service must deliver Savings for the Customer and any Savings generated must be objectively measured and demonstrable, to assist Customers to reach their Savings targets.
- 8.4. Taking geography into account, the Supplier will advise the Customer of the most competitive Agency Fees that they have achieved with Agencies across all Customers and will endeavour to secure similar or comparable rates for that Customer where appropriate. The Agency Fee charged will be available as part of all Management Information.

10. REGENERATION AND SUSTAINABILITY

- 10.1. The Supplier is required to put in place procedures and processes which provide encouragement and opportunities for Small Medium Enterprises (SME) and minority groups; to include but not be limited to Black and Minority Ethnic owned (BME), women-owned, disability-owned and third sector organisations to trade in line with government and local policies. The MSP should, in particular, encourage local SMEs and local minority groups to engage with them to deliver Services to the Customer. Data on the numbers of such organisations (either as a percentage in terms of number of suppliers or as a percentage of spend) in the supply chain and the amount of business transacted will be provided by the Supplier to the Contract Manager.
- 10.2. The Supplier should aim to support local people, their communities, job centres and organisations. As such a mechanism should be provided to support effective promotion of employment opportunities for local residents and raise understanding of routes to apply for Temporary Agency Worker roles. The Supplier shall work closely with the Customer to target and actively encourage registration from hard to reach groups such as lone parents, older candidates, women returnees, disabled minority groups (where appropriate) and those from socially disadvantaged areas. The Supplier shall ensure that they will actively promote the means by which individuals can register for suitable vacancies. The Supplier shall provide evidence of the process to the Customer on request. Where required, the Supplier shall run periodic sessions, either at their premises or other locations throughout the borough to explain the registration process and to encourage participation from all sections of the community. The Supplier in conjunction with the Customer may also need to consider programmes to increase the capabilities of local Temporary Agency Workers.
- 10.3. The Supplier must evidence a transparent process to demonstrate that Assignments are offered in a fair manner to all Agencies including but not limited to local SME and local minority groups.
- 10.4. The Supplier shall ensure that they consider, promote and demonstrate equality and diversity within their own organisation and that they proactively work with Agencies to ensure that they take similar steps with regards to their own organisations and when recruiting and supplying candidates for the Customer.
- 10.5. The Customer may require the Supplier to target specific groups for Agency Assignments.

11. MANAGEMENT INFORMATION

- 11.1. The Supplier must be able to provide configurable and comprehensive real time management information from implementation and on an ongoing basis relative to all activity under this contract at no cost to the Customer
- 11.2. The Supplier will provide, at no cost to the Customer, management reports in a suitable electronic format on a monthly basis. The type and level of detail of the reports will be decided at the implementation of the Contract so that they are tailored to only provide the information that each individual Customer specified is relevant to them. This does not preclude changes being made during the life of the Contract should the Customer require it. This information should be provided in a clear format which is both easy to understand and easy to interpret.

Tenderers are required to provide details of the suite of reports and data that they are able to provide, and its typical use by the Customer.

- 11.3. The System proposed by the Supplier shall offer a flexible management information tool that can be tailored to only provide the information that each individual Customer specifies is relevant to them. The Supplier will be able to offer as a minimum a suite of pre-defined reports, which can be tailored to the Customer, but it is also desirable that the Customer can run their own reports where the system allows.
- 11.4. Reports and data should be presented in a format which can be exported into MS Office Applications or other similar packages used by the Customer that can be used to manipulate data.

SCHEDULE 3 to the CUSTOMER AGREEMENT
PRICING SCHEDULE
(including Invoicing Procedures)

Invoicing & Payment Requirements

The Customer operates a purchase order arrangement whereby a Purchase Order Number has to be raised in advance of orders being placed. It will be the Customer's aim to raise a blanket Purchase Order for all Temporary Agency Resource requirements annually and the Supplier will be required to support the initial calculations for this and then manage this to ensure that orders do not exceed the agreed value. This is to be done on an annual basis.

It is the Council's wish to receive a single invoice monthly in a format that can be broken down internally for internal recharging and therefore the Supplier will be required to demonstrate how they would propose to do this. It is expected that this will be achieved electronically and tenderers should demonstrate that they have achieved this elsewhere.

The Customer will also require that each assignment includes an Objective and Subjective code to facilitate internal recharging.

SCHEDULE 4 to the CUSTOMER AGREEMENT

LOCAL ARRANGEMENTS

Working hours

The Customer has a standard working day of 7 ½ hours Monday to Thursday and 7 hours Friday. The standard working week therefore is 37 hours.

The Customer's working days are made up of Bandwidth Hours and Core Hours. Bandwidth hours are the earliest start and latest finish that standard pay applies to and these are 08:00 to 20:00 Monday to Friday. Core Hours are the hours that standard employees are expected to be working and these are 09:30 to 12:00 and 14:00 to 16:00. The minimum period for lunch is 30 minutes and the maximum period is 2 hours.

Shift patterns

Different services will operate different shift patterns to ensure that the service is delivered efficiently and effectively. Whilst most services operate over a standard working day, some specific services will have requirements to deliver services outside of these the standard day and in these instances shift patterns will be operated covering up to a 24x7 service delivery.

The Customer's policy for shift patterns is set out in its Additional Hours and Irregular Working Policy (available upon request).

There are 4 types of irregular working shift patterns and premiums and these are:

- Irregular hour working patterns (Rota Hours). These will be either fixed or variable patterns and will be a 10% premium
- Variable Rota pattern where hours working pattern is not fixed or not agreed in advance and will be a 15% premium
- Rotating Shift where working patterns include a night rota with a minimum of a four week pattern or up to a twelve pattern where a night is included and will be a 20% premium
- Night Working where the normal working week is between 20.00 and 06.00 and will be at a 35% premium

Types of staff required

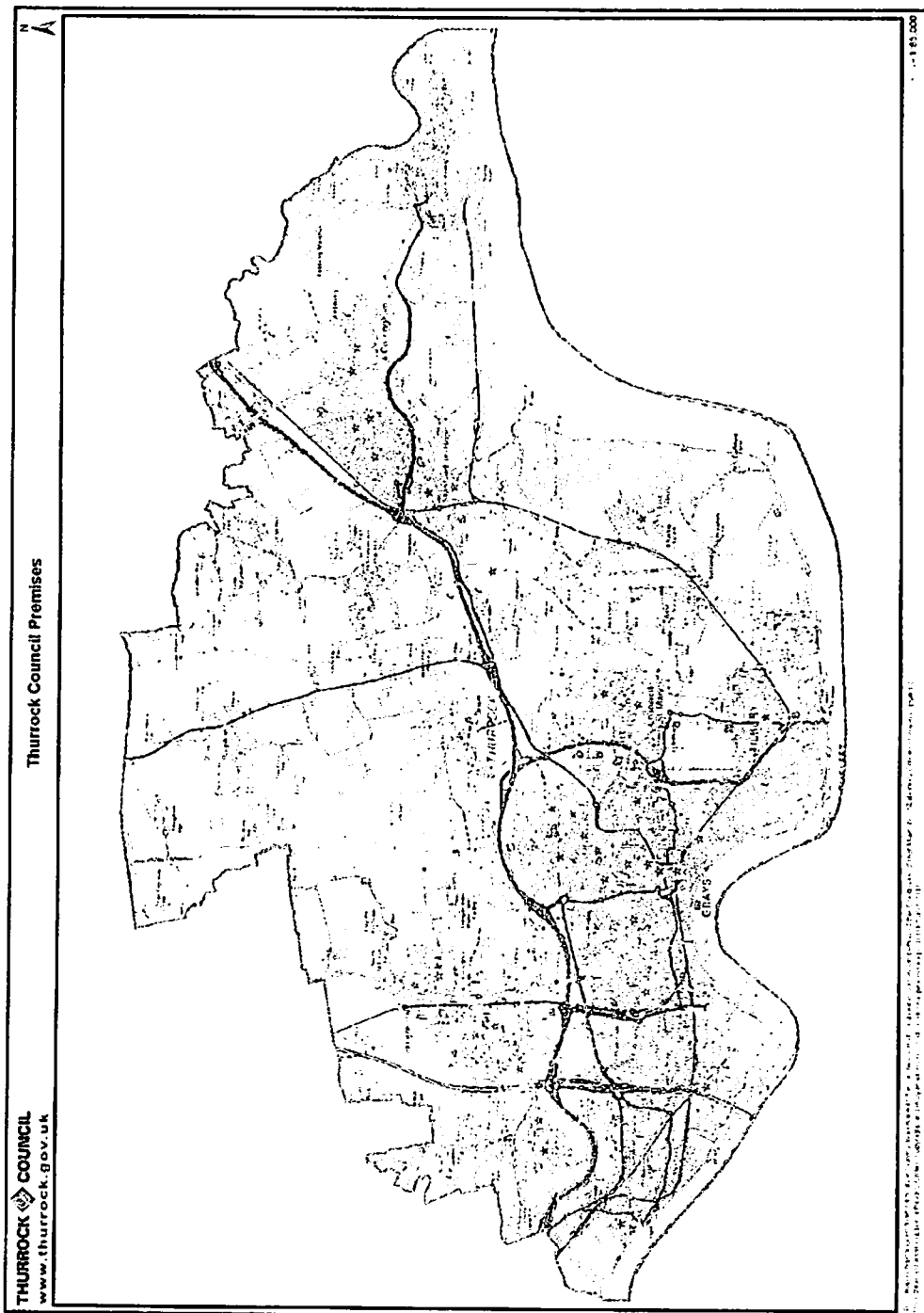
In general, the Customer will require the same types of staff as other local authorities, albeit, the Customer has a Strategic Services Partnership that provides a range of customer and back office functions. The Strategic Partner has an existing national arrangement with their own Supplier for the provision of Temporary Agency Staff and all their agency requirements are sourced through this route. The main service areas provided under this arrangement are:

- Customer Contact Centre
- Reception and Administrations
- Property Services
- Revenues and Benefits
- Procurement
- ICT
- HR

Locations of Customer Establishments

Thurrock Borough Council is to the East of London on the north banks of the River Thames and covers approximately 165sq km.

All of the temporary agency staff requirements will be assigned within the borough and the map below indicates where the major Council establishments are located.



SCHEDULE 6 to the CUSTOMER AGREEMENT
SERVICE LEVEL AGREEMENT

Between

Thurrock Borough Council (the Customer)

and

Comensura Limited (the Supplier)

This Service Level Agreement (SLA) is intended to provide a framework for the way in which the Customer and the Supplier will work together to maximise the benefits of using the Supplier's services for their temporary agency resources.

Both parties agree to deliver the Services in accordance with the contents of this Agreement.

1. Services covered

- 1.1. This Service Level Agreement sets out the agreed Service Levels to be provided by the Supplier to the Customer under the Contract entered into between the Customer and the Supplier under ESPO Framework reference number 653F/11.
- 1.2. The managed service for temporary agency resources includes but is not limited to provision of suitably experienced and qualified Temporary Agency Workers in a timely manner to fulfil Assignments as required by the Customer, provision of all supporting management information as well as all related services, including but not limited to implementation and training.
- 1.3. This Service Level Agreement (SLA) covers the core level of service applicable to all Services provided as defined in the Specification.

2. Duration


- 2.1. This Service Level Agreement (SLA) will be valid for as long as there are Services still in use by the Customer which have been supplied in accordance with the Contract let under the ESPO Framework reference 653F/11

3. Services required

- 3.1. The Services shall be delivered in accordance with the Supplier's Tender submitted and accepted by the Customer.

4. Ordering of Temporary Agency Workers

- 4.1. The Customer shall ensure that requests for Temporary Agency Workers are made in accordance with the Framework Agreement and that;
 - 4.1.1. Hiring Managers provide the Supplier with sufficient detail to enable the Supplier to fill the Assignment with a suitably qualified and experienced Temporary Agency Worker, supplying or referring to a relevant job description and/or person specification when placing the order
 - 4.1.2. requests for Temporary Agency Workers are authorised promptly
- 4.2. The Supplier shall ensure that;
 - 4.2.1. the Hiring Manager can request an Temporary Agency Worker via a variety of channels

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- 4.2.3. If the Hiring Manager wants to see CVs and conduct interviews, the Hiring Manager shall stipulate this in requesting the Temporary Agency Worker and shall indicate the timescale within which the Supplier shall supply CVs. Any specific format or technique required for any such interview will be confirmed to the Supplier by the Customer.
- 4.2.4. All detail regarding the Assignment is shared with all tiered Agencies to enable the Agencies to promptly respond to the Assignment request.

5. Provision of Temporary Agency Workers

- 5.1. Fulfilment of a request shall be defined as the supply of a suitable Temporary Agency Worker, accepted by the Hiring Manager within the timeframe as set out in at 4.2.2 above.
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