



CONTRACT

Between

The Mayor and Burgesses of the London Borough of Lambeth

And

City Suburban Tree Surgeons Limited

THE CONTRACT

The Contract shall comprise the following:

A. The Conditions of Contract comprising:

- 1 Appointment
- 2 Definitions & Interpretations
- 3 Contract Term
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- 6 The Council's Obligations
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- | | |
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| B. The Service Specification including | |
| Tender Submission and Method Statement | (Appendix 1) |
| C. Contact details | (Appendix 2) |
| D. Pricing Schedule and Payment Terms | (Appendix 3) |

CONTRACT FOR Trees Maintenance Service – London Borough of Lambeth

THIS CONTRACT is made the day of 2017

BETWEEN

- (1) City Suburban Tree Surgeons Limited whose address for service within the jurisdiction of the courts of (England and Wales) is 1 Brook Court, Blakeney Road, Beckenham BR3 1HG (the 'Service Provider')

AND

- (2) The Mayor and Burgesses of the London Borough of Lambeth of Lambeth Town Hall, Brixton Hill, London SW2 1RW (the 'Council'),

together 'the Parties'

1 Appointment

- 1.1 The Council wishes to commission the Service Provider to provide the services described in the specification in accordance with these Conditions of Contract, the Service Specification, Schedules and Appendices herewith.

(CONDITIONS OF CONTRACT)

2 Definitions & Interpretations

2.1 Definitions

Authorised Officer means	Kevin Crook, whose contact details are listed in Appendix 2, or any person whose name has been notified in writing by or on behalf of the Council to the Service Provider in accordance with Clause 7
Commencement Date	shall be the 1 st of April 2017
Contract	means the Contract entered into by the Council and the Service Provider embodied in the Conditions of Contract and the Contract Documents
Contract Documents	means the Terms and Conditions of Contract, the tender documents and any submissions made by the Service Provider together with the schedules and appendices
Contract Standard	means such standards as complies in each and every respect with all relevant provisions of the Contract Documents and where to the extent that no criteria are stated in the Contract the standard is to be to the entire satisfaction of the Authorised Officer and in any event to the following standards: <ul style="list-style-type: none">▪ in a good, safe and efficient manner in accordance with good practice and highest professional standards

	<ul style="list-style-type: none"> ▪ in accordance with all relevant provisions of the Contract Documents; ▪ in accordance with all applicable statutes, statutory instruments, rules, regulations and bye-laws; ▪ in a manner which shall not cause the image and reputation of the Council to be diminished in any way; ▪ in accordance with all applicable standards including the British Standards Institute and equivalent EC standards;
Council	means the Council of the Mayor and Burgesses of the London Borough of Lambeth, Lambeth Town Hall, Brixton Hill, London SW2 1RW
Force majeure	<p>means:</p> <ul style="list-style-type: none"> ▪ acts of war ▪ acts of God ▪ decrees of Government ▪ change of law ▪ riots ▪ civil commotion; and ▪ any event or circumstance beyond the control of, or unpreventable by, the affected party other than any labour dispute between the Service Provider and his staff or the failure to provide the Services by any of the Service Provider's sub-contractors.
Instruction	means a written order to provide the Services or any part thereof as described therein;
London Living Wage	shall mean the most recently identified London Living Wage hourly figure (or equivalent set figure(s)) published from time to time by the Greater London Authority or any successor body with responsibility for setting this figure,
Personal Data	means data within the meaning of the Data Protection Act 1998
Schedules	mean the Schedules and appendices attached to these Conditions
Services	means the works and Services required to provide the outcomes set out in the Specification at Schedule 1 and which are to be delivered by the Service Provider
Service Provider	has the same meaning as means City Suburban Tree Surgeons Limited and its staff, agents and sub-contractors
Service Provider's Representative	means the person who is to represent the Service Provider appointed pursuant to Clause 5.1, whose contact details are listed in Appendix 2

Social Value	means measures that help to improve the economic, social and environmental well-being of the area in which the Services are delivered.
The Tender Brief	sets out the outline specification of the Services
Term	means the period described in Clause 3.1 of these Conditions
Variation	has the meaning ascribed to it in Clause 20

2.2 Interpretation

- a. Words in the singular include the plural and vice versa;
- b. Words in the masculine include words in the feminine and vice versa
- c. Words importing individuals shall be treated as importing corporations and vice versa;
- d. Headings are for ease of reference only and shall not affect the construction of the Contract; and
- e. Reference to any enactment, order, regulation or other similar instrument shall be construed as a reference to such enactment, order, regulation or instrument as amended or re-enacted by any subsequent enactment, order, regulation or instrument.

3 Contract Term

- 3.1 Unless terminated early by agreement or under Clause 14, this means the period from 1 April 2017 to 31 March 2019, with an option to extend for up to 2 years.
- 3.2 The Council gives no guarantee and accepts no liability in respect of the volume or value of work. Instructions or orders which will be placed by the Authorised Officer or other officer during the term of the contract.
- 3.3 This Contract does not constitute an exclusive agreement between the Parties and the Council shall be entitled to employ other persons to provide the Services.
- 3.4 The Council may terminate this Contract where any of the grounds listed in Regulation 73(1) of the Public Contracts Regulations 2015, in the reasonable belief of the Authorised Officer, apply to this Contract. In such circumstances the Council may give reasonable notice, and the Parties agree and acknowledge that 90 days' notice in writing will constitute reasonable notice.

4 The Service Provider's Obligations

- 4.1 During the Term the Service Provider shall devote such of his time, attention, and abilities to the provision of the Services as required in these Conditions and Schedules.
- 4.2 The Service Provider shall comply with the reasonable direction of the Authorised Officer and use his best endeavours to provide the Service.
- 4.3 The Service Provider shall at all times comply with the requirements of the Health and Safety at Work, etc. Act 1974 and any other statutes or regulations etc. pertaining to health and safety. The Service Provider shall also ensure, so far as is reasonably practicable, that members of the public, the Council's servants, agents and contractors are not exposed to risks to their health or safety.

- 4.4 The Service Provider agrees that the Council shall own all reports and other documents and all other intellectual property produced by the Service Provider under this Contract and shall own all publication rights. The Service Provider shall indemnify the Council against all costs and damages associated with infringements of intellectual property rights in relation to the Services provided by the Service Provider.
- 4.5 The Service Provider shall, at all times during the Term, assign to the Services sufficient, qualified and experienced servants and agents to ensure that the Services are provided in accordance with the Contract Standard.
- 4.6 The Service Provider shall pay its staff engaged or employed in the provision of the Services and shall endeavour to ensure that all subcontractors pay all of their staff who are so engaged whichever is the higher of the London Living Wage and the market rate of wages or salary for that member of staff.
- 4.7 The Service Provider shall as may be necessary or desirable co-operate, liaise with and co-ordinate its activities with those of any other Service Provider or sub-contractor employed directly or indirectly by the Council and shall provide the Services in harmony with and at no detriment to any other service provided by, or on behalf, of or to the Council. If the Service Provider or its servants or agents default in complying with this Clause 4.7 then any consequent costs, expenses, liabilities or damages incurred by the Council, may be deducted from any sums due or to become due to the Service Provider under this Contract or shall be recoverable from the Service Provider by the Council as a debt.
- 4.8 The Service Provider, upon the formation of the Contract and at all times throughout the Contract Term, warrants and represents to and undertakes with the Council in the terms set out in the Service Provider's Tender Submissions.
- 4.9 The Service Provider shall endeavour to seek to deliver Social Value through the provision of the Services and shall assist the Authorised Officer in capturing and measuring the Social Value so delivered.
- 4.10 It is a condition of this Contract that the Service Provider shall include as a condition of their contracts with sub-contractors engaged in the performance of any of the Services an obligation to pay such sub-contractors in accordance with Regulation 113(2)(c) of the Public Contract Regulations, and procure that their sub-contractors do the same with any of their own sub-contracts relating to the Services. Nothing in this Clause 3.4 shall have the effect of waiving or qualifying Clause 35.2 of these Conditions of Contract.
- 5 The Service Provider's Representative**
- 5.1 The Service Provider shall appoint a senior person as a representative empowered to act on behalf of the Service Provider for all purposes connected with the Contract. Any notice, information, Instruction or other communication given to the Service Provider's Representative shall be deemed to have been given to the Service Provider.
- 5.2 The Service Provider shall forthwith give notice in writing to the Authorised Officer of the identity, address and telephone numbers of any person authorised to act for any period as deputy for the Service Provider's Representative and when such deputy ceases to be so authorised.
- 5.3 The Service Provider shall ensure that the Service Provider's Representative, or a

competent deputy authorised by the Service Provider, is present at all work-places of the Service Provider, where work in connection with the Services is being carried out, and available to meet the Authorised Officer or representatives at all reasonable times.

6 The Council's Obligations

6.1 In consideration of the services rendered by the Service Provider under this Contract the Council shall pay the Service Provider in accordance with Appendix 3.

6.2 It is a condition of this Contract that the Council will comply with the payment provisions of Regulation 113(2) of the Public Contracts Regulations.

6.3 The Council shall provide clear and accurate instructions to the Service Provider and shall take all reasonable measures to assist the Service Provider to provide the Services to the Contract Standard.

7 The Council's Authorised Officer

7.1 The Authorised Officer shall be the Head of Neighbourhood Services or such other person nominated in writing by the Council from time to time to act in the name of the Council for the purposes of the Contract.

7.2 From time to time the Authorised Officer may appoint one or more representatives to act for him/her generally or for specified purposes or periods. Immediately any such appointment is made, the Authorised Officer shall give written notice thereof to the Service Provider.

7.3 The Authorised Officer and his/her deputies shall be entitled to monitor the performance of the Services.

7.4 If any clarification of the powers and duties of individual officers is required by the Service Provider then this shall be sought in writing from the Authorised Officer.

8 VAT

8.1 All sums payable under this Contract unless otherwise stated are exclusive of VAT and other duties or taxes.

9 Confidentiality

9.1 The Service Provider shall not at any time during or after the Term divulge or allow to be divulged to any person any confidential information relating to the functions or affairs of the Council.

10 Indemnity

10.1 The Service Provider shall indemnify and keep indemnified the Council from and against any and all loss, damage or liability (whether criminal or civil) suffered and legal fees and costs incurred by the Council resulting from a breach of this Contract by the Service Provider including:

- (a) any act, neglect or default of the Service Provider or its servants or agents; and
- (b) breaches in respect of any matter arising from the supply the Services resulting in any successful claim by any third party

10.2 The Council shall not be liable to the Service Provider for the death of or injury to the Service Provider or its servants or agents or loss or damage to the Service Provider's property unless due to the negligence of the Council or its servants or agents.

- 10.3 The Council shall not be liable for any consequential losses, including but not exclusively, loss of profit, earning, income, business, goodwill, savings opportunities, reputation or associated costs to the Service Provider howsoever caused.

11 Insurance

- 11.1 The Service Provider shall maintain at its own cost a policy of insurance, to cover its liability in respect of any act or default for which it may become liable to indemnify the Council under the terms of this Contract in the following minimum sums:

- (a) Employers' liability of £10,000,000 (ten million)
- (b) Public liability of £5,000,000 (five million)
- (c) Professional indemnity of £2,000,000 (two million)

- 11.2 The Service Provider shall provide the insurance policies (which may be by broker's letter) to the Authorised Officer on request.

12 Conflict of Interest

- 12.1 Upon becoming aware of any possible conflict of interest that may arise between the interest of the Council and any other of the Service Provider's client, the Service Provider shall notify the Authorised Officer immediately and shall take all reasonable steps to remove or avoid the cause of any such conflict to the satisfaction of the Authorised Officer.

13 Monitoring of the Contract

- 13.1 The Council and the Service Provider shall together complete an initial Contract Implementation Review Form 90 days after the Commencement Date and at reasonable intervals thereafter.

- 13.2 Each review shall test the provision of the Services against any Key Performance Indicators and in respect of Social Value. Any failure to achieve the Key Performance Indicators shall be regarded as a Default. The Key Performance Indicators shall be formed by agreement between the Service Provider and the Council based on the Contract Documents.

- 13.3 To the extent reasonably necessary to monitor the provision of the Services, the Authorised Officer shall have the right to access and inspect the Service Provider's work places, records and documents, technology, resources, systems, and procedures, and to interview any of the Service Provider's servants or agents.

- 13.4 The Service Provider shall as soon as reasonably practicable provide the Authorised Officer with any information relating to the carrying out of the Services which the Authorised Officer may reasonably request.

14 Termination

- 14.1 The Council reserves the right to terminate this Contract by giving the Service Provider 90 days' notice in writing. In the event that the Contract is terminated pursuant to this Clause 14.1 then the Council will not be obliged to pay to the Service Provider any further sums other than sums owing for Services rendered.

- 14.2 The Council may terminate the Contract forthwith if:

14.2.1 It is of the reasonable opinion that the Service Provider is in default in the performance or observance of any term or condition of the Contract such as, but not limited to:-

- (a) It is of the opinion that the Service Provider has failed to perform the Services specified in the Contract or has failed to do so to the Contract Standard and that such failure is incapable of remedy.
- (b) It is of the opinion that the Service Provider has failed to remedy a failure to perform the Services or has failed to remedy a failure to provide the Service to the Contract Standard including the standard required by the Schedules or these conditions of Contract in the time required to remedy such failure as expressed in writing to the Service Provider.
- (c) It is of the opinion that the Services have not been provided at the time set out in the Schedules.
- (d) The Service Provider or any employee of the Service Provider or any person acting on behalf of the Service Provider has:
 - I. given any fee or reward the receipt of which is an offence under sub-section (2) of Section 117 of the Local Government Act 1972;
 - II. at any time during the tendering process (i.e. from the date of the publication of the notice seeking expressions of interest to the date of the award of the Contract), directly or indirectly canvassed any member or official of the Council concerning the acceptance of any proposal in respect of the Contract;
 - III. directly or indirectly obtained or attempted to obtain information from any member or official of the Council concerning any other proposal submitted by any other person in respect of the formation of the Contract;
 - IV. committed, or attempted to commit, or failed to prevent, any offence under, but not limited to, the Acts of Parliament listed in Clause 19.2.
- (e) The Service Provider compounds or arranges with his creditors whilst insolvent or is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986.
- (f) A mortgagor take possession of the whole or a substantial part of the Service Provider's property or assets or an administrator is appointed to the same.
- (g) An order is made, or a resolution passed, for the winding up of the Service Provider.

14.3 The Service Provider shall not during the period of three months prior to the termination of this contract:

- (a) Undertake a reorganisation of staff employed in performance of the Services other than by way of a scheme presented to and approved by the Council.
- (b) Award any pay rise in excess of the annual rate of inflation without first having obtained the written consent of the Council.
- (c) Agree or implement any alteration to the terms and conditions on which staff are employed in the performance of the Services without the written consent of the Council.

15 Termination consequences

15.1 In the event of the Contract being terminated for any of the reasons contained in Clause 14.2 above the Council will:

- (a) cease to be under any obligation to make further payment until the costs, loss and/or damage resulting from or arising out of the termination of the Service Provider's engagement shall have been calculated; and
- (b) be entitled to employ and pay other persons to provide and complete the provision of the Services or any part thereof; and
- (c) be entitled to deduct from any sum or sums that would but for this Clause 15.1 have been due from the Council to the Service Provider under this Contract or any other contract or agreement, or be entitled to recover the same from the Service Provider as a debt, together with any consequent loss or damage to the Council. Such loss or damage will include the reasonable costs to the Council of the time spent by its officers in terminating the Contract, and in making alternative arrangements for the provision of the Services or any part thereof; and
- (d) calculate the cost of any loss and/or damage and other costs arising from the Council's termination of the Contract and deducts the same from any sum or sums, which may otherwise be due to the Service Provider. The Council will pay to the Service Provider any balance shown as due to the Service Provider or if appropriate will recover any balance shown due to the Council as debt.

15.2 The rights of the Council under this Clause 15 are in addition to and without prejudice to any other rights the Council may have against the Service Provider.

15.3 The termination of the Contract, howsoever arising, will be without prejudice to any rights or obligations theretofore accrued or to any provisions which are expressed to be performed after or to survive the termination of this Contract.

16 Delivery up of documents on termination

16.1 The Service Provider or his personal representative shall upon the termination of his engagement immediately deliver up to the Council all correspondence documents specification papers and property belonging to the Council which may be in his possession or under his control.

17 Force Majeure

17.1 If either party fails to carry out their respective obligations under this Contract as a result of force majeure then that party shall not be liable under this Contract for such failure provided the affected party shall have given the other notice that such failure is the result of force majeure within 10 working days of such failure occurring.

17.2 If an event of force majeure occurs then the Council and the Service Provider shall meet to discuss how best to continue to provide the Services until the force majeure event ceases, which may include the Council providing the Service Provider with assistance, where possible.

17.3 The Service Provider shall draft a plan to make sure that its organisation continues to operate under even very difficult circumstances. The Council shall approve and add to this plan and it shall become the Business Continuity Plan.

18 Status of the Service Provider

- 18.1 During the Term the Service Provider shall be an independent Service Provider and not an employee of the Council and the Service Provider must not represent to anyone, nor allow any of his employees or agents to represent to anyone, that they are agents or servants of the Council.
- 18.2 In such capacity the Service Provider shall bear exclusive responsibility for the payment of his national insurance contributions as a self-employed person and for discharge of any income tax and VAT liability arising out of remuneration for his work performed by him under this Contract.

19 Anti-fraud and Corruption

- 19.1 It is the duty of the Service Provider to be aware of the Council's policies and codes of conduct to combat fraud and corruption perpetrated by employees abusing their position and by others who may attempt to obtain the Council's assets or services to which they are not entitled. In this respect the Service Provider should seek advice from the Chief Internal Auditor, Olive Morris House, Brixton Hill London SW2 1RW.
- 19.2 The Service Provider shall have adequate procedures in place to prevent fraud, bribery, money-laundering and corruption in line with legislation including, but not limited to, the Terrorism Act 2000, the Proceeds of Crime Act 2002, the Money Laundering Regulations 2007, and the Bribery Act 2010.
- 19.3 The Service Provider shall maintain adequate procedures, policies and rules on corporate entertainment and gifts, and shall ensure that its staff receives training in relation to those policies and rules.
- 19.4 The Service Provider shall comply with the conditions of employing foreign nationals under the Asylum and Nationality Act 2006.

20 Variations

- 20.1 A variation to this Contract (including to the scope and nature of the Services) shall only be valid if it has been agreed in writing and signed by both Parties.
- 20.2 If either party wishes to vary this Contract then it shall set out in writing and serve on the other the nature of the variation sought and the reasons for it.
- 20.3 If either party receives a written request to vary then within 28 days of receipt it shall notify the other whether or not it agrees to the variation and if not, the reasons.
- 20.4 The Service Provider shall not make a variation or supply work not specified without the written authority of the Authorised Officer.

21 Data Protection and Freedom of Information

- 21.1 The Service Provider warrants that it will lawfully process in accordance with the provisions of the Data Protection Act 1998 (DPA) any Personal Data that it has or shall obtain under this Contract.
- 21.2 In relation to personal data provided by the Council to the Service Provider the Council is the Data Controller of the personal data and the Service Provider is the Data Processor of the personal data and the Service Provider, its servants and sub-contractors shall at all times comply with the instructions of the Council and in accordance with the law.

- (a) Shall only undertake processing of Personal Data reasonably required in connection with the services provided under this Contract and shall not transfer or disclose any Personal Data to any third party other than to the extent required under a court order or by law.
- (b) Shall use all reasonable endeavours to ensure that its relevant sub-contractors comply with this Clause 21. The Service Provider shall be entirely responsible for the compliance of its sub-contractors to this clause.
- (c) Shall bring into effect and maintain all reasonable technical and organisational measures necessary to prevent unauthorised or unlawful processing of Personal Data and accidental loss or destruction or damage to Personal Data, and
- (d) Shall ensure that any Personal Data it obtains and provides to the Council has been lawfully obtained and complies with the DPA and that the use thereof in accordance with this Contract shall not breach any of the provisions of the DPA.
- (e) Upon notice that the Council is required to provide information to a data subject under the DPA, or other information requested under the Freedom of Information Act 2000 (FOIA) held or under control of the Service Provider, the Service Provider warrants to use all reasonable endeavours to help the Council meet its obligations under the Acts.
- (f) The Service Provider shall take reasonable precautions (having regard to the nature of its obligations under this Contract) to preserve the integrity of any Personal Data.
- (g) On termination of this Contract for any reason the Service Provider shall immediately cease all processing of the Personal Data and shall return to the Council in a format specified by the Council (or destroy as the Council may request in its discretion) all Personal Data processed by it on the Council's behalf.

21.3 The Service Provider shall indemnify the Council against any loss or damage, which the Council may sustain or incur as a result of any breach by the Service Provider of the provisions of this Clause 21.

21.4 The Council has a number of obligations under the Freedom of Information Act 2000 to provide information of its functions where a person has made a request, unless the Freedom of Information Act 2000 exempts the requested information from such provision. The Service Provider and his sub-contractors shall co-operate with the Council in respect of any request affecting or related to the provision of the Services by among other things providing written responses to requests as required by the Authorised Officer.

22 Equal Opportunities

22.1 The Service Provider shall use all reasonable endeavours to comply with all statutory provisions, statutory instruments, rules, regulations and bye-laws relating to equality and discrimination including, but not limited to, the Equality Act 2010 and shall take all reasonable steps to ensure that its employees or agents do not discriminate against any person because of their sex, marital status, colour, race, nationality or ethnic origin, or on the grounds of their disability.

- 22.2 In the event that any finding of unlawful discrimination by the Service Provider during the Contract Period, or of an adverse finding in any formal investigation, the Service Provider shall inform the Council of this finding and the steps it proposes to take to prevent repetition of the unlawful discrimination.
- 22.3 The Service Provider shall provide such information as the Council may reasonably request for the purpose of assessing the Service Provider's compliance with this Clause 22.
- 23 Policy documents**
- 23.1 The Service Provider shall ensure that its staff are fully conversant with and abides by all of the Council's policies which are relevant to the performance of the Services including, but not limited to, equality and diversity, environment, child protection.
- 24 Criminal Records / Disclosure and Barring**
- 24.1 The Service Provider warrants that he is a fit and proper person to undertake the Services.
- 24.2 The Service Provider warrants that where the Services require the Service Provider to come into regular contact with children or vulnerable adults, he and his staff and sub-contractors will comply with the requirements of the Disclosure and Barring Service and will have undertaken appropriate criminal records etc. checks and that the results of those checks were satisfactory.
- 24.3 The Service Provider shall provide copies of any of its staff's criminal records etc. check to the Authorised Officer on request, albeit with any Personal Data redacted.
- 25 Complaints in Respect of Service Provision**
- 25.1 The Service Provider shall maintain a robust system for dealing with complaints from members of the public, Council officers and members.
- 25.2 The Service Provider shall deal with any complaints received from whatever source in a prompt, courteous and efficient manner and shall keep a written record of all complaints received and of the action taken in relation to such complaints. Such records shall be kept available for inspection by the Authorised Officer at all reasonable times. The Service Provider shall notify the Authorised Officer forthwith in writing of all complaints received and of all steps taken in response thereto.
- 26 Disputes**
- 26.1 If any dispute or difference arises out of this Contract the Parties shall meet and attempt to resolve all such disputes or differences. If within 30 days such disputes or differences cannot be resolved then the Parties with the assistance of the Centre for Dispute Resolution seek to resolve the dispute or difference amicably by using an alternative dispute resolution (ADR) procedure acceptable to both Parties.
- 26.2 If either party fails or refuses to participate in the ADR procedure or in the event the dispute or difference is not resolved to the satisfaction of both Parties within 30 days after it has arisen, the dispute or difference shall be referred to a sole arbiter appointed under the Rules of the Chartered Institute of Arbitrators.
- 27 Best Value & Policy Themes**
- 27.1 The Service Provider shall provide on the Authorised Officer's request a programme setting out how he shall provide such continuous improvement to the Services

throughout the life of the contract in line with the Council's duties under the provision of the Local Government Act 1999. These duties include the obligation to make arrangements for continuous improvement in the way in which its functions are exercised. The Authorised Officer shall review the programme, pricing, rates and volumes and may require the Service Provider to amend it, make additions to it or omissions from it. The Service Provider shall comply with such reasonable requirements by the Authorised Officer at the Service Provider's cost. The Service Provider shall assist and co-operate with the Council and its partners in any general audit made under the Local Government Act 1999 and the Local Government and Public Involvement in Health Act 2007.

28 Committee Meetings and other meetings

- 28.1 The Service Provider shall, when required attend Council and committee meetings, meetings of the Executive, meetings with members of task forces and other meetings, including but not limited to Scrutiny Committees. When required the Service Provider shall supply written reports to committees, the Executive and other bodies with the Council. If questions are asked of the Service Provider at such meeting the Service Provider shall answer truthfully and accurately and shall use his best endeavours to include all relevant matters either orally at the meeting or at such a time as may be directed by the committee or other body.

29 Local Authority Functions

- 29.1 Nothing in this Contract shall prejudice or affect the Council's rights, powers, duties and obligations in relation to the exercise of its functions as a local authority.

30 Waiver

- 30.1 Failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Contract shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Contract, nor shall such failure create an estoppel.

31 Supersedes prior agreements

- 31.1 This Contract supersedes any prior contracts or agreements between the Parties to provide the services whether written or oral and any such prior contracts or agreements are cancelled as at the Commencement Date but without prejudice to any rights that have already accrued to either of the Parties.

32 Entire Contract

- 32.1 Each party acknowledges that this Contract, its schedules and any amendments or variations that may be agreed in writing by both Parties, contains the whole agreement between the Parties relating to the subject matter of the Contract.

33 Notices

- 33.1 Any notice or other communications requiring to be served under or in connection with the Contract shall be in writing and shall be delivered to the registered offices at the addresses stated in the Contract or as otherwise specified in the Contract.
- 33.2 Any such notice shall be delivered by hand or sent by recorded first class post and shall conclusively be deemed to have been given or received at the time of delivery.
- 33.3 The Parties shall comply with the terms of any notice specifying a breach of the provisions in the Contract and requiring the breach to be remedied.

34 Joint and Several

34.1 Where the Services are being provided by a Consortium each and every member of the Consortium shall be jointly and severally liable under this Contract.

35 Assignment and Sub-Contracting

35.1 The Council shall be entitled to assign the benefit of the Contract or any part thereof and shall give written notice of any assignment to the Service Provider.

35.2 The Service Provider shall not:

- (a) assign the Contract or any part thereof or the benefit or advantage of the Contract or any part thereof;
- (b) sub-contract the provision of the Services or any part thereof to any person without the prior written consent of the Authorised Officer. Such consent shall be at the discretion of the Authorised Officer and, if given, shall not relieve the Service Provider from any liability or obligation under the Contract. The Service Provider shall be responsible for the acts, defaults or neglect of any sub-contractor, its employees or agents in all respect as if they were the acts, defaults or neglect of the Service Provider.

36 Third Parties

36.1 Neither party intends to confer any right or benefit upon a third party and for the avoidance of doubt, the provisions of the Contract (Rights of Third Parties) Act 1999 are expressly excluded from this Contract.

37 Governing Law

37.1 This Contract shall be governed by English law.

EXECUTED AS A DEED by the parties or their authorised representatives the day and year first above written

EXECUTED as a Deed by affixing the
Common Seal of the Mayor & Burgesses of the
London Borough of Lambeth in the presence of

Authorised Officer

.....
Authorised Officer

EXECUTED as a Deed and duly authorised)
for and on behalf of City Suburban Tree Surgeons Ltd)

Director

Signature

Witness

Signature

Appendix 1

SERVICE SPECIFICATION

As per Appendix B contained in the tender pack.

B. Appendix 2

The Service Provider's Representative:

[REDACTED] Contract Manager, [REDACTED]

For general queries in the absence of the named officer.

Company Head Office 020 7720 1555, info@tree-surgeons.net

The Council's Authorised Officer shall be:

Kevin Crook, Head of Neighbourhood Services, [REDACTED] kcrook@lambeth.gov.uk

For general queries in absence of the named officer.

TBC.....

C. Appendix 3

Payment Terms

Please refer to the Appendix E of the tender pack for pricing schedule.

Payment Terms

1. The Council operates an electronic only policy for issuing Purchase Orders and receiving Invoices from service providers and contractors through an internet portal managed in partnership with the Council by a third party provider.
2. The electronic portal is offered free of charge to service providers and contractors. The Council will direct the third party partner to make contact with the Service Provider in order to create an account within the electronic portal to enable them to invoice the Council.
3. The Service Provider will be able to view their Purchase Orders and the status of their Invoices within the electronic portal in real time.
4. Both the Council and the Service Provider shall adhere to the following procedure in respect of invoicing and payments in respect of the Services:-
 - (a) The Service Provider shall submit to the Council each month (or as otherwise agreed by the Parties in writing) an invoice, by electronic means through the portal only setting out the sums for each type of work together with a record detailing the work carried out, in accordance with the prices tendered and;
 - (b) Once the Council agrees the details of the electronic invoice and the work record it will arrange payment, which will be made within a 30 days of invoice date unless disputed by the Council.
 - (c) Where the Council disputes the amounts entered on an invoice the parties shall discuss the differences and the Service Provider shall submit such further information as required by the Council to verify the invoice sum.
 - (d) Once agreed, the Service Provider shall submit a corrected Invoice as agreed pursuant to clause 4(a), above.
5. Where the Service Provider fails to submit its invoices electronically through the portal the timescale in 4(b) will increase by a further 30 days.