

## WEST LINDSEY DISTRICT COUNCIL – TERMS AND CONDITIONS

### Definitions

- 1.1 In this Contract, unless the context otherwise requires, the following provisions shall have the meanings given to them below:

“**Approval**” means the prior written consent of the Customer.

“**Bribery Act**” means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

“**Commencement Date**” means the start date of this Contract

“**Contract**” means the formal written document entered into between the Council and the Supplier for the provision of any Services and/or Goods.

“**Contract Period**” means the period from the date stipulated by the Council upon which the Services are to be supplied to the date of expiry stipulated by the Council or such earlier date of termination or partial termination of the contract in accordance with the Law or the provisions of this Contract.

“**Council**” means West Lindsey District Council

“**Delivery Date**” means the date specified by the Council for delivery of the Goods or completion of the Services.

“**Disaster**” means an unplanned interruption of, or inaccessibility to, the Goods and/or Services provided by the Supplier.

“**Disaster Recovery and Business Continuity Plan**” means the disaster recovery and business continuity plan prepared by the Supplier to deal with a Disaster.

“**Equality Legislation**” means the Equality Act 2010 and such other acts and legislation to ensure, among others; equality of access to goods and services; promotion of good relations between groups in society; the provision of reasonable adjustments for people with disabilities; and equality in employment; equality legislation shall help organisations and providers to meet their obligations under anti-discrimination laws.

“**Equipment**” means the Supplier’s equipment, plant, materials and such other items supplied and used by the Supplier in the performance of its obligations under this Contract.

“**Fraud**” means any offence under Law creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to this

Contract or defrauding or attempting to defraud or conspiring to defraud the Council.

**GDPR**” means the General Data Protection Regulations 2018 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

**“Good Industry Practice”** means standards, practices, methods and procedures conforming to the Law and exercising that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or Supplier, manager, operator or other person (as the case may be) engaged in a similar type of undertaking under this contract under the same or similar circumstances.

**“Goods”** means any such goods as are to be supplied by the Supplier (or by the Supplier’s sub-contractor) under this Contract as specified in the Specification.

**“Information”** has the meaning given under section 84 of the FOIA.

**“Law”** means any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements or any Regulatory Body of which the Supplier is bound to comply.

**“Month”** means calendar month.

**“Party”** means a party to this Contract.

**“Pricing Schedule”** means the Schedule containing details of the Price for the Goods and Services and attached to this Contract

**“Premises”** means the location where the Services or Goods are to be supplied.

**“Price”** means the Price payable to the Supplier by the Council for the full and proper performance by the Supplier of its obligations under this Contract and in accordance with the provisions set out in this Contract.

**“Prohibited Act”** means any of the following acts:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the Council a financial or other advantage to:
  - (i) induce that person to perform improperly a relevant function or activity; or
  - (ii) reward that person for improper performance of a relevant function or activity

- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Contract;
- (c) committing any offence:
  - (i) under the Bribery Act;
  - (ii) under legislation creating offences concerning fraudulent acts;
  - (iii) at common law concerning fraudulent acts relating to this Contract or any other contract with the Council; or
  - (iv) defrauding, attempting to defraud or conspiring to defraud the Council.

**“Services”** means the services to be supplied by the Supplier as specified by the Council in the Specification.

**“Specification”** means the description of the Goods and/or Services to be supplied under this Contract as set out in the Specification.

**“Specification Schedule”** means the Schedule containing details of the Specification for the Goods and Services and attached to the Contract.

**“Staff”** means all persons employed by the Supplier to perform its obligations under this Contract together with the Supplier’s servants, agents, suppliers and Sub-Contractors used in the performance of its obligations under this Contract.

**“Sub-Contract” means** any contract or agreement, or proposed contract or agreement between the Supplier and any third party whereby that third party agrees to provide to the Supplier:

- (a) the Services or any part of the Services; or
- (b) the facilities or services necessary for the provision of the Services or any part of the Services, or necessary for the management, direction or control of the Services or any part of the Services.
- (c) The Goods or any part of the Goods

**“Sub-Contractor” means** the third parties that enter into a Sub-Contract with the Supplier.

**“Supplier”** means the person, firm or company with whom the Council enters into the Contract including the Supplier's agents and Suppliers, including each Sub-Contractor.

**“VAT”** means value added tax in accordance with the provisions of the Value Added Tax Act 1994.

**“Working Day”** means a day (other than a Saturday or Sunday) on which banks are open for general business in the City of London.

## **2. Interpretation**

- 2.1 The interpretation and construction of the terms and conditions shall be subject to the following provisions:
- a) References to gender shall be taken to include both feminine and masculine gender.
  - b) References to words in the singular can include the plural and vice-versa.
  - c) References to individuals shall be treated as including the organisation they represent.
  - d) References to Clauses, Conditions, Paragraphs and Schedules are references to the conditions, paragraphs and schedules of this Contract.
  - e) Clause headings are for ease of reference only and shall not affect the construction of this Contract.
  - f) Reference to any enactment order, regulation or other similar instrument shall be construed (subject to the provisions of this Contract) as a reference to an enactment, order, regulation or instrument for the time being in force, or as amended or re-enacted by any subsequent enactment, order, regulation or instrument.

### **3. The Price and Payment**

- 3.1 The Price shall be as specified in the Pricing Schedule.
- 3.2 The Price is exclusive of VAT which shall be payable by the Council at the rate prevailing at the date of this Contract.
- 3.3 Payment of the Price and VAT shall be made by the Council within 30 days of receipt by the Council of a valid invoice and in accordance with the provisions set out in the Pricing Schedule.
- 3.4 The Supplier shall ensure that each invoice contains all appropriate references and a detailed breakdown of the Services and/or Goods supplied and that it is supported by any other documentation reasonably required by the Council to substantiate the invoice.
- 3.5 Where the Supplier enters into a sub-contract with a supplier or Sub-Contractor for the purposes of performing its obligations under this Contract, the Supplier shall ensure that a provision is included in such sub-contract which requires payment to be made of all sums due by the Supplier to the sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice.
- 3.6 Wherever under this Contract any sum of money is recoverable from or payable by the Supplier (including any sum which the Supplier is liable to pay to the Council in respect of any breach of this Contract), the Council may unilaterally deduct that sum from any sum then due or which at any later time may become due to the Supplier under this Contract or under any other agreement or contract with the Council.
- 3.7 Interest shall be payable on the late payment of any undisputed sums of money due to either Party under this Contract such interest to be calculated at the rate of 4% over the Bank of England base rate for the time being, from the final date

for payment to and including the date on which such amount is paid or discharged.

#### **4. The Goods**

##### **The Specification**

- 4.1. The Specification sets out in detail the quantity and description of the Goods.

##### **The Standard of the Goods**

- 4.2 The Supplier warrants that all Goods are of a satisfactory quality and fit for purpose, comply with all applicable published standards and meet all applicable health and safety requirements.
- 4.3 The Supplier acknowledges that the Council relies on the skill and judgment of the Supplier in the supply of the Goods and the performance of its obligations under this Contract.

##### **Delivery of the Goods**

- 4.4 The Supplier shall deliver the Goods at the time(s) and date(s) specified in the Specification or otherwise stipulated by the Council.
- 4.5 Unless otherwise stated in the Specification, where the Goods are delivered by the Supplier, the point of delivery shall be when the Goods are removed from the transporting vehicle at the Premises/address of delivery. Where the Goods are collected by the Council, the point of delivery shall be when the Goods are loaded onto the Council's vehicle.
- 4.6 Except where otherwise provided in this Contract, delivery shall include the unloading, stacking or installation of the Goods by the Staff or the Supplier's suppliers or carriers at such place as the Council or the Council's duly authorised personnel shall reasonably direct.
- 4.7 Time of delivery shall be of the essence and if the Supplier fails to deliver the Goods within the time specified, the Council may release itself from any obligation to accept and pay for the Goods and/or terminate this Contract in either case without prejudice to any other rights and remedies of the Council.
- 4.8 The Council shall be under no obligation to accept or pay for any Goods delivered in excess of the quantity ordered. If the Council elects not to accept such over-delivered Goods it shall give notice in writing to the Supplier to remove them within 5 (five) Working Days and to refund to the Council any expenses incurred by it as a result of such over-delivery (including but not limited to the costs of moving and storing the Goods), failing which the Council may dispose of such Goods and charge the Supplier for the costs of such disposal. The risk in any over-delivered Goods shall remain with the Supplier unless they are accepted by the Council.

- 4.9 The Council shall be under no obligation to accept or pay for any Goods supplied earlier than the date for delivery stated in the Specification or otherwise stipulated by the Council.
- 4.10 Unless expressly agreed to the contrary, the Council shall not be obliged to accept delivery by instalments. If, however, the Council does specify or agree to delivery by instalments, delivery of any instalment later than the date specified or agreed for its delivery shall, without prejudice to any other rights or remedies of the Council, entitle the Council to terminate the whole of any unfulfilled part of the Contract without further liability to the Council.
- 4.11 Unless otherwise agreed in writing by the Council the Price includes all delivery charges and costs.

#### **Risk and Ownership of the Goods**

- 4.12 Subject to clause 4.8, risk in the Goods shall, without prejudice to any other rights or remedies of the Council (including the Council's rights and remedies under clause 4.15 – 4.19 (Inspection, Rejection and Guarantee), pass to the Council at the time of delivery.
- 4.13 Ownership in the Goods shall, without prejudice to any other rights or remedies of the Council (including the Council's rights and remedies under clause 4.15 – 4.19 (Inspection, Rejection and Guarantee), pass to the Council at the time of delivery (or payment, if earlier).

#### **Non-Delivery of the Goods**

- 4.14 On dispatch of any consignment of the Goods the Supplier shall send the Council an advice note specifying the means of transport, the place and date of dispatch, the number of packages and their weight and volume. Where the Goods, having been placed in transit, fail to be delivered to the Council on the due date for delivery, the Council may within 10 Working Days of the notified date of delivery give notice to the Supplier that the Goods have not been delivered and may request the Supplier to deliver substitute Goods within the timescales specified by the Council or terminate this Contract in accordance with clause 4.7 (Delivery). The delivery of substitute Goods shall be delivered free of charge by the Supplier to the Council.

#### **Inspection, Rejection and Guarantee of the Goods**

- 4.15 The Council or its authorised representatives may inspect or test the Goods either complete or in the process of manufacture during normal business hours on reasonable notice at the Supplier's Premises and the Supplier shall provide all reasonable assistance in relation to any such inspection or test free of charge. No failure to make a complaint at the time of any such inspection or test and no Approval given during or after such inspection or test shall constitute a waiver by the Council of any rights or remedies in respect of the Goods and the Council reserves the right to reject the Goods in accordance with clause 4.16.

- 4.16 The Council may by written notice to the Supplier reject any of the Goods which fail to conform to a sample which has been formally approved by the Council in writing or which fails to meet the Specification. Such notice shall be given within a reasonable time after delivery to the Council of such Goods. If the Council rejects any of the Goods pursuant to this clause the Council may (without prejudice to other rights and remedies) either:
- (a) have such Goods promptly, and in any event within 5 (five) Working Days, either repaired by the Supplier or replaced by the Supplier with Goods which conform in all respects with the approved sample or with the Specification and due delivery shall not be deemed to have taken place until such repair or replacement has occurred; or
  - (b) treat this Contract as discharged by the Supplier's breach and obtain a refund (if payment for the Goods has already been made) from the Supplier in respect of the Goods concerned together with payment of any additional expenditure reasonably incurred by the Council in obtaining other goods in replacement provided that the Council uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement goods.
- 4.17 The issue by the Council of a receipt note for the Goods shall not constitute any acknowledgement of the condition, quantity or nature of those Goods, or the Council's acceptance of them.
- 4.18 The Supplier hereby guarantees the Goods for the period from the date of delivery to the date eighteen 18 months thereafter against faulty materials or workmanship. If the Council shall within such guarantee period or within twenty five 25 Working Days thereafter give notice in writing to the Supplier of any defect in any of the Goods as may have arisen during such guarantee period under proper and normal use the Supplier shall (without prejudice to any other rights and remedies which the Council may have) promptly remedy such defects (whether by repair or replacement as the Council shall elect) free of charge.
- 4.19 Any Goods rejected or returned by the Council as described in clause 4.16 shall be returned to the Supplier at the Supplier's risk and expense.

#### **Labelling and Packaging of the Goods**

- 4.20 The Goods shall be packed and marked in a proper manner and in accordance with the Council's instructions and any statutory requirements and any requirements of the carriers. In particular the Goods shall be marked with the contract number (or other reference number if appropriate) and the net, gross and tare weights, the name of the contents shall be clearly marked on each container and all containers of hazardous Goods (and all documents relating thereto) shall bear prominent and adequate warnings.

### **5. Supply of Services**

#### **The Services**

- 5.1 The nature and extent of the Services shall be as set out in the Specification.

### **Delivery of Services**

- 5.2. The Supplier shall supply the Services during the Contract Period in accordance with the Council's requirements as set out in the Specification and the provisions of this Contract in consideration of the payment of the Price. The Council may inspect and examine the manner in which the Supplier supplies the Services during normal business hours on reasonable notice.
- 5.3 Where the Services cover work at any Council Premises the Supplier shall give reasonable notice to the Head or Manager of the establishment prior to commencing work and comply with any requirements of the Head or Manager in respect of minimising disruption to the establishment.
- 5.4 The Supplier shall ensure that all Staff supplying the Services shall do so with all due skill, care and diligence and shall possess such qualifications, skills and experience as are necessary for the proper supply of the Services.
- 5.5 Timely supply of the Services shall be of the essence of this Contract, including in relation to commencing the supply of the Services within the time agreed or on a specified date.
- 5.6 The Supplier shall provide all the Equipment necessary for the supply of the Services.
- 5.7 The Supplier shall not deliver any Equipment nor begin any work at the Premises without obtaining prior Approval of the Council.
- 5.8 All Equipment brought onto the Premises shall be at the Supplier's own risk and the Council shall have no liability for any loss of or damage to any Equipment unless the Supplier is able to demonstrate that such loss or damage was caused or contributed to by the Council's default. The Supplier shall provide for the haulage or carriage thereof to the Premises and the removal of Equipment when no longer required at its sole cost. Unless otherwise agreed, Equipment brought onto the Premises shall remain the property of the Supplier.
- 5.9 The Supplier shall maintain all items of Equipment within the Premises in a safe, serviceable and clean condition.
- 5.10 The Supplier shall at the Council's written request at its own expense and as soon as reasonably practicable:
  - (a) remove from the Premises any Equipment which in the reasonable opinion of the Council is either hazardous, noxious or not in accordance with this Contract; and
  - (b) replace such item with a suitable substitute item of Equipment.
- 5.11 On completion of the Services the Supplier shall remove the Equipment together with any other materials used by the Supplier to supply the Services and shall leave the Premises in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Premises or any



objects contained thereon, other than fair wear and tear, which is caused by the Supplier or any Staff.

## **6. Contract Performance**

- 6.1 The Supplier shall perform its obligations under this Contract:
- (a) with appropriately experienced, qualified and trained personnel with all due skill, care and diligence;
  - (b) in accordance with Good Industry Practice; and
  - (c) in compliance with all applicable Laws.
- 6.2 The Supplier shall ensure that:
- (a) the Goods conform in all respects with the Specification and, where applicable, with any sample approved by the Council;
  - (b) the Goods operate in accordance with the relevant technical specifications and correspond with the requirements of the Specification and any particulars specified in this Contract;
  - (c) the Goods conform in all respects with all applicable Laws; and
  - (d) the Goods are free from defects in design, materials and workmanship and are fit and sufficient for all the purposes for which such Goods are ordinarily used and for any particular purpose made known to the Supplier by the Council.

## **7. Disruption and Business Continuity**

### **Disruption**

- 7.1 The Supplier shall take reasonable care to ensure that in the performance of its obligations under this Contract it does not disrupt the operations of the Council, its employees or any other Supplier employed by the Council.
- 7.2 The Supplier shall immediately inform the Council of any actual or potential industrial action, whether such action be by their own employees or others, which affects or might affect its ability at any time to perform its obligations under this Contract.
- 7.3 In the event of industrial action by the Staff, the Supplier shall seek the written consent of the Council to its proposals to continue to perform its obligations under this Contract.
- 7.4 If the Supplier's proposals referred to in clause 7.3 are considered insufficient or unacceptable by the Council acting reasonably, then this Contract may be terminated with immediate effect by the Council by notice in writing.

### **Business Continuity**

- 7.5 The Supplier shall ensure that it has and is able to implement the provisions of a Disaster Recovery and Business Continuity Plan at any time in accordance with its terms in the event a Disaster occurs.

- 7.6 The Supplier shall test the Disaster Recovery and Business Continuity Plan on a regular basis (and, in any event, not less than once in every 12-month period). The Council shall be entitled to participate in such tests as it may reasonably require and shall be entitled to inspect such a plan on request.
- 7.7 Following each test, the Supplier shall send to the Council a written report summarising the results of the test and shall promptly implement any actions or remedial measures which the Council considers to be necessary as a result of those tests.
- 7.8 The Supplier shall implement the Disaster Recovery and Business Continuity Plan in the event that the Goods and/or Services are not available for more than 24 hours.

## **8. Cancellation and Termination**

- 8.1 The Council may cancel this Contract at any time before Goods are delivered on the giving of written notice. The Supplier shall promptly repay to the Council any sums paid in respect of the Price and the Council shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 8.2 The Council may terminate any contract without cause for Services on the giving of reasonable written notice. The Council shall pay for work carried out prior to the date of termination but shall otherwise not be liable for any loss or damage whatsoever arising from such termination.
- 8.3 Where the Council terminates this Contract under clause 8.4.(a) and then makes other arrangements for the supply of Goods and/or Services, the Council may recover from the Supplier the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Council throughout the remainder of the Contract Period. The Council shall take all reasonable steps to mitigate such additional expenditure. Where this Contract is terminated under clause 8.4(a), no further payments shall be payable by the Council to the Supplier (for Goods and/or Services supplied by the Supplier prior to termination and in accordance with this Contract but where the payment has yet to be made by the Council), until the Council has established the final cost of making the other arrangements envisaged under this clause.
- 8.4 The Council may terminate the contract forthwith on written notice if:
- (a) the Supplier is in breach of its obligations under this Contract and if:
    - (i) the Supplier has failed to remedy the breach within 14 days of notice from the Council specifying the breach and requiring its remedy; or
    - (ii) the breach is not in the opinion of the Council capable of remedy; or
    - (iii) the breach is a material breach of this Contract.

- (b) where the Supplier is a company and in respect of the Supplier:
- (i) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or
  - (ii) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or
  - (iii) a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or
  - (iv) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
  - (v) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or
  - (vi) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or
  - (vii) being a "small company" within the meaning of section 247(3) of the Companies Act 1985, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986.
- (c) where the Supplier is an individual and:
- (i) an application for an interim order is made pursuant to sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, the Supplier's creditors; or
  - (ii) a petition is presented and not dismissed within 14 days or order made for the Supplier's bankruptcy; or
  - (ii) a receiver, or similar officer is appointed over the whole or any part of the Supplier's assets or a person becomes entitled to appoint a receiver, or similar officer over the whole or any part of his assets; or
  - (iv) the Supplier is unable to pay his debts or has no reasonable prospect of doing so, in either case within the meaning of section 268 of the Insolvency Act 1986; or
  - (v) a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Supplier's assets and such attachment or process is not discharged within 14 days; or
  - (vi) he dies or is adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Capacity Act 2005; or
  - (vii) he suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business.
- (d) the Supplier being a partnership any of the matters referred to in 8.4(c) applies to any partner or any partner dies or the partnership is dissolved.

- 8.5 The Supplier shall notify the Council immediately if the Supplier undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988 (“**change of control**”). The Council may terminate this Contract by notice in writing with immediate effect upon:
- (a) being notified that a change of control has occurred; or
  - (b) where no notification has been made, the date that the Council becomes aware of the change of control

but shall not be permitted to terminate where written consent was granted by the Council prior to the change of control.

## **9. Indemnity and Insurance**

- 9.1 Neither Party excludes or limits liability to the other Party for:
- (a) death or personal injury caused by its negligence; or
  - (b) fraud; or
  - (c) fraudulent misrepresentation; or
  - (d) any breach of any obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982.
- 9.2 The Supplier shall indemnify the Council and keep the Council indemnified fully against all claims, proceedings, actions, damages, costs, expenses (including the costs of legal and professional services (including legal costs on a full indemnity basis) and any other liabilities which may arise out of, or in consequence of, the supply, installation and/or commissioning of the Goods, or the late or purported supply, installation and/or commissioning of the Goods, or in consequence of, the supply, or the late or purported supply, of the Services or the performance or non-performance by the Supplier of its obligations under this Contract, the presence of the Supplier or any Staff on the Premises, including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Supplier, or any other loss which is caused directly or indirectly by any act or omission of the Supplier.
- 9.3 The Supplier shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Council or by breach by the Council of its obligations under this Contract.
- 9.4 Without prejudice to the Council’s rights under this Contract, the Supplier shall in respect of the performance of its obligations under this Contract effect and maintain the following insurances as applicable at indemnity levels commensurate of the nature of the Goods and/or Services provided under this Contract with a reputable insurance company:
- a) public liability insurance;
  - b) employer’s liability insurance;
  - c) professional indemnity insurance;
  - d) product liability insurance; and
  - e) any other insurances as may be required by law.

- 9.5 In each case, the level of insurance carried shall apply in respect of any single act or occurrence or a series of acts or occurrences arising from a single event but with no aggregate limit during any one period of cover. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Supplier. Such insurance shall be maintained for the duration of the Contract Period and for a minimum of 6 (six) years following the expiration or earlier termination of this Contract
- 9.6 Subject always to clause 9.1 in no event shall either Party be liable to the other for any:
- (a) loss of profits, business, revenue or goodwill; and/or
  - (b) loss of savings (whether anticipated or otherwise); and/or
  - (c) indirect or consequential loss or damage.
- 9.7 The Supplier shall not exclude liability for additional operational, administrative costs and/or expenses or wasted expenditure incurred by the Council resulting from the direct breach of by the Contract by the Supplier.
- 9.8 The Supplier shall give the Council, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 9.9 If, for whatever reason, the Supplier fails to give effect to and maintain the insurances required by the provisions of this Contract the Council may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.
- 9.10 The provisions of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under this Contract.

## **10. Property-Related Services**

- 10.1 Failure by the Supplier to comply with the conditions of the Construction Industry Scheme when applicable may result in payment being withheld.
- 10.2 All fossils antiques and other objects of interest or value which may be found on the site or in excavating the same during the progress of any works shall be the property of the Council.

## **11. Protection of Information**

### **Confidentiality**

- 11.1 For the purposes of this Contract, "Confidential Information" shall mean (without limitation) any information whether oral, written or on electronic or optical media relating to this Contract (although not its existence), the business and affairs of the Parties and their respective clients, materials delivered by the Supplier to the Council pursuant hereto and technical and commercial data, customer account details, marketing and business plans, client lists, prices and pricing information, commercial agreements between the Parties and between either

party and a third party, information on communications, protocols and integration, data, drawings, diagrams, trade secrets, know-how, algorithms, designs and documentation (including in particular designs), all proprietary information and other intellectual property or rights thereto belonging to either Party or held by either Party under a duty of care to a third party to treat such information as confidential and any other information specifically identified by either Party as confidential.

11.2 The Supplier shall keep confidential all Confidential Information obtained under or in connection with this Contract and shall not divulge any Confidential Information to any third party without the written consent of the Council.

11.3 The provisions of this clause shall not apply to:

- (a) Any information in the public domain otherwise than by breach of the this Contract;
- (b) Information obtained from a third party who is free to divulge the same; and
- (c) Any information which the Parties are required to disclose pursuant to a statutory obligation or a court order.

11.4 The Supplier shall divulge Confidential Information only to those employees, servants or agents who are directly involved in the Contract and shall ensure that such employees, servants or agents are aware of and comply with these obligations as to confidentiality.

11.5 The provisions of this clause shall survive the termination or expiry of this Contract howsoever arising.

**Freedom of Information Act 2000 (FOIA)**

11.6 The Supplier acknowledges that the Council is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Council to enable the Council to comply with its Information disclosure obligations.

11.7 The Supplier shall transfer to the Council all Requests for Information that it receives as soon as practicable and in any event within 2 (two) Working Days of receiving a Request for Information;

- (a) provide the Council with a copy of all Information in its possession, or power in the form that the Council requires within 5 (five) Working Days (or such other period as the Council may specify) of the Council's request; and
- (b) provide all necessary assistance as reasonably requested by the Council to enable the Council to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or Regulation 5 of the Environmental Information Regulations.

11.8 The Council shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other agreement

whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.

- 11.9 In no event shall the Supplier respond directly to a Request for Information unless expressly authorised to do so by the Council.
- 11.10 The Supplier acknowledges that the Council may acting in accordance with the Secretary of State for Constitutional Affairs Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("the Code") be obliged under the FOIA or the Environmental Information Regulations to disclose information concerning the Supplier or the Services in certain circumstances:
- (a) without consulting the Supplier; or
  - (b) following consultation with the Supplier and having taken their views into account

provided always that where 11.10(a) applies the Council shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.

- 11.11 The Supplier shall ensure that all Information is retained for disclosure and shall permit the Council to inspect such records as requested from time to time. For the avoidance of doubt, the Supplier shall not be obliged to retrieve or provide data or information stored and accessible by the Council but shall provide information held solely by the Supplier relating to this Contract.

#### **Data Protection**

- 11.12 Each Party shall for the duration of this Contract comply with the provisions of the General Data Protection Regulations 2018, (including the Data Protection Principles set out in that Act) and any similar or analogous laws, regulatory requirements or codes of practice governing the use, storage or transmission of personal data and shall not do or permit anything to be done which might cause or otherwise result in breach of the same.
- 11.13 The Supplier warrants and undertakes to the Council that:-
- (a) any personal data to be processed by the Consultant in the course of carrying out the Services and its obligations under this Agreement shall be processed in accordance with the DPA; and
  - (b) it shall co-operate with and provide such assistance to the Council as shall reasonably be necessary to enable the Council to comply with its obligations under the DPA in relation to the subject matter of this Agreement including any request by a data subject for access to any of their personal data.
- 11.14 The Supplier shall indemnify the Council against any loss or damage sustained or incurred by the Council as a result of any breach by the Consultant of this clause 11.

## **12. Prevention of Bribery**

The Supplier:

- 12.1 shall not, and shall procure that all Staff shall not, in connection with this Contract commit a Prohibited Act;**
- 12.2 warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Council, or that an agreement has been reached to that effect, in connection with the execution of this Contract, excluding any arrangement of which full details have been disclosed in writing to the Council before execution of this Contract.**
- 12.3 The Supplier shall:
- a) if requested, provide the Council with any reasonable assistance, at the Council's reasonable cost, to enable the Council to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act;**
  - b) within 20 Working Days of the Commencement Date, and annually thereafter, certify to the Council in writing (such certification to be signed by an officer of the Supplier) compliance with this clause 12 by the Supplier and all persons associated with it or other persons who are supplying goods or services in connection with this Contract. The Supplier shall provide such supporting evidence of compliance as the Council may reasonably request.**
- 12.4 The Supplier shall have an anti-bribery policy (which shall be disclosed to the Council) to prevent the Supplier or Staff from committing a Prohibited Act and shall enforce it where appropriate.
- 12.5 If any breach of clause 12 is suspected or known, the Supplier shall notify the Council immediately.
- 12.6 If the Supplier notifies the Council that it suspects or knows that there may be a breach of clause 12, the Supplier must respond promptly to the Council's enquiries, co-operate with any investigation, and allow the Council to audit books, records and any other relevant documentation. This obligation shall continue for 6 (six) years following the expiry or termination of this Contract.



**12.7 The Council may terminate this Contract by written notice with immediate effect if the Supplier or Staff (in all cases whether or not acting with the Supplier's knowledge) breaches clause 12.**

12.8 Any notice of termination under clause 12.8 must specify:

- a) **the nature of the Prohibited Act;**
- b) **the identity of the party whom the Council believes has committed the Prohibited Act; and**
- c) **the date on which this Contract shall terminate.**

12.9 Despite clause 19 (Complaints / Dispute Resolution), any dispute relating to:

- a) **the interpretation of clause 12; or**
- b) **the amount or value of any gift, consideration or commission,**

shall be determined by the Council and its decision shall be final and conclusive.

12.10 Any termination under clause 12.8 shall be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Council.

### **13. Prevention of Corruption**

13.1 The Supplier shall not offer or give, or agree to give, to the Council or any other public body or any person employed by or on behalf of the Council or any other public body any gift or consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of this Contract or any other contract with the Council or any other public body, or for showing or refraining from showing favour or disfavour to any person in relation to this Contract or any such contract.

13.2 The Supplier warrants that it has not paid commission or agreed to pay commission to the Council or any other public body or any person employed by or on behalf of the Council or any other public body in connection with this Contract.

13.3 If the Supplier, its Staff or anyone acting on the Supplier's behalf, engages in conduct prohibited by clauses 13.1 or 13.2, the Council may:

- (a) terminate this Contract and recover from the Supplier the amount of any loss suffered by the Council resulting from the termination, including the cost reasonably incurred by the Council of making other arrangements for the supply of the Services and any additional expenditure incurred by the Council throughout the remainder of the Contract Period; or
- (b) recover in full from the Supplier any other loss sustained by the Council in consequence of any breach of those clauses.

### **14. Prevention of Fraud**

- 14.1 The Supplier shall take all reasonable steps, in accordance with Good Industry Practice, to prevent Fraud by Staff and the Supplier (including its shareholders, members, directors) in connection with the receipt of monies from the Council.
- 14.2 The Supplier shall notify the Council immediately if it has reason to suspect that any Fraud has occurred or is occurring or is likely to occur.
- 14.3 If the Supplier or its Staff commits Fraud in relation to this or any other contract with the Council, the Council may:
- (a) terminate this Contract and recover from the Supplier the amount of any loss suffered by the Council resulting from the termination, including the cost reasonably incurred by the Council of making other arrangements for the supply of the Services and any additional expenditure incurred by the Council throughout the remainder of the Contract Period; or
  - (b) recover in full from the Supplier any other loss sustained by the Council in consequence of any breach of this clause.

## **15. Anti-Discrimination**

- 15.1 The Supplier shall not unlawfully discriminate within the meaning and scope of Equality Legislation or other any law, enactment, order, or regulation relating to discrimination (whether in age, race, gender, religion, disability, sexual orientation or otherwise) in employment.
- 15.2 The Supplier shall take all reasonable steps to secure the observance of Clause 15.1 by all Staff employed in performance of this Contract.
- 15.3 The Supplier shall notify the Council forthwith in writing as soon as it becomes aware of any investigation or proceedings brought against him under Equality Legislation or other any law, enactment, order or regulation.
- 15.4 Where any investigation is undertaken by a person or body empowered to conduct such investigation and/or proceedings are instituted in connection with any matter relating to the Supplier's performance of this Contract being in contravention of Equality Legislation or other any law, enactment, order or regulation relating to discrimination, the Supplier shall, free of charge provide any information requested in the timescale allotted; attend any meetings as required and permit the Supplier's Staff to attend; promptly allow access to and investigation of any documents or data deemed to be relevant; allow the Supplier and any of the Supplier's Staff to appear as witness in any ensuing proceedings; and cooperate fully and promptly in every way required by the person or body conducting such investigation during the course of that investigation.

- 15.5 Where any investigation is conducted or proceedings are brought under Equality Legislation or other any law, enactment, order or regulation relating to discrimination which arise directly or indirectly out of any act or omission of the Supplier, its agents or sub-contractors, or the Supplier's Staff, and where there is a finding against the Supplier in such investigation or proceedings, the Supplier shall indemnify the Council with respect to all costs, charges and expenses (including legal and administrative expenses) arising out of or in connection with any such investigation or proceedings and such other financial redress to cover any payment the Council may have been ordered or required to pay to a third party.
- 15.6 The Supplier must ensure that all written information produced or used in connection with this Contract is as accessible as possible to people with disabilities and to people whose level of literacy in English is limited.
- 15.7 The Supplier acknowledges that the Council may carry out an impact analysis as defined under the Equality Act 2010 in respect of any aspect of the provision of the Services and the Consultant shall provide all necessary assistance and information to the Council as may be required in relation to the performance of an impact analysis by the Council. The Supplier shall implement any changes or adjustments that are required as a result of, or in connection with the outcome of the impact analysis undertaken by the Council.

## **16. Environmental Requirements**

- 16.1 The Supplier shall perform its obligations under this Contract in accordance with the Council's environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

## **17. Health and Safety**

- 17.1 The Supplier shall promptly notify the Council of any health and safety hazards which may arise in connection with the performance of its obligations under this Contract.
- 17.2 While on Council Premises, the Supplier shall comply with any health and safety measures implemented by the Council in respect of Staff and other persons working there.
- 17.3 The Supplier shall notify the Council immediately in the event of any incident occurring in the performance of its obligations under this Contract on the Premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 17.4 The Supplier shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of

practice relating to health and safety, which may apply to Staff and other persons working on the Premises in the performance of the Supplier's obligations under this Contract.

- 17.5 The Supplier shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc. Act 1974) is made available to the Council on request.

## **18. Safeguarding**

### **Safeguarding Vulnerable Adults**

- 18.1 The Supplier shall make the necessary arrangements to ensure compliance with all Laws relevant to the duty to safeguard and promote the welfare of vulnerable adults and children in the delivery of all aspects of the Service including but not limited to the Safeguarding Vulnerable Groups Act 2006 (as amended by the Protection of Freedoms Act 2012) and The Mental Health Act 1983.
- 18.2 The Supplier shall make the necessary arrangements to ensure compliance with registration requirements with the Disclosure and Barring Service.
- 18.3 To fulfil the commitment to safeguard and promote the welfare of vulnerable adults, the Supplier shall have:
- (a) Clear priorities for safeguarding and promoting the welfare of vulnerable adults explicitly stated in strategic policy documents;
  - (b) A clear commitment by senior management to the importance of safeguarding and promoting vulnerable adults' welfare;
  - (c) A clear line of accountability within the organisation for work on safeguarding and promoting the welfare of vulnerable adults;
  - (d) Recruitment and human resources procedures that take account of the need to safeguard and promote the welfare of vulnerable adults;
  - (e) Procedures for dealing with allegations of abuse against members of staff and volunteers;
  - (f) Arrangements to ensure all of the Supplier's Staff undertake appropriate training and refresher training to enable them to carry out their responsibilities effectively;
  - (g) Policies for safeguarding and promoting the welfare of vulnerable adults and procedures that are in accordance with guidance and locally agreed inter-agency procedures;
  - (h) Arrangements to work effectively with other organisations to safeguard and promote the welfare of vulnerable adults including sharing of information;
  - (i) A culture of listening to and engaging in dialogue with vulnerable adults; and
  - (j) Appropriate whistle-blowing procedures.

### **Safeguarding Children**

- 18.4 The Supplier shall make the necessary arrangements to ensure compliance with Section 11 of the Children Act 2004 (the duty to safeguard and promote the welfare of children in the delivery of all aspects of the Service) and Safeguarding Vulnerable Groups Act 2006 (as amended by the Protection of Freedoms Act 2012).
- 18.5 To fulfil the commitment to safeguard and promote the welfare of children, the Supplier shall have:
- (a) Clear priorities for safeguarding and promoting the welfare of children explicitly stated in strategic policy documents;
  - (b) A clear commitment by senior management to the importance of safeguarding and promoting children's welfare;
  - (c) A clear line of accountability within the organisation for work on safeguarding and promoting the welfare of children;
  - (d) Recruitment and human resources procedures that take account of the need to safeguard and promote the welfare of children;
  - (e) Procedures for dealing with allegations of abuse against members of staff and volunteers;
  - (f) Arrangements to ensure all of the Supplier's Staff undertake appropriate training and refresher training to enable them to carry out their responsibilities effectively;
  - (g) Policies for safeguarding and promoting the welfare of children and procedures that are in accordance with guidance and locally agreed inter-agency procedures;
  - (h) Arrangements to work effectively with other organisations to safeguard and promote the welfare of children including sharing of information;
  - (i) A culture of listening to and engaging in dialogue with children; and  
Appropriate whistle-blowing procedures

## **19. Complaints / Dispute Resolution**

- 19.1 The Supplier shall maintain an up to date, comprehensive and detailed written record of all complaints it receives regarding the Goods and/or Services which shall be available to the Council upon request from time to time and as soon as practicable or in any event within 5 (five) Working Days of such request by the Council. Such records shall contain all relevant details of the complaint including the following details:-
- a) the member of staff or other person to whom the complaint was made and the name and job title of that person;
  - b) the name and address (if known) of the person making the complaint and in what capacity the complaint was made;
  - c) the nature and extent of the default of which complaint was made;
  - d) the date and time of complaint; and
  - e) any action taken to remedy the complaint, and if no action is to be taken, the reasons why no action is to be taken.
- 19.2 The Council shall have the right to investigate all complaints which fall within this clause 19 and to take such steps, or require the taking of such steps by the Supplier, as it deems necessary (acting reasonably) in order to deal with the complaint. The Supplier shall promptly provide such documentation,

information and assistance (including access to Staff) as the Council may reasonably require in order to enable the Council to investigate and deal with the complaint.

- 19.3 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this Contract within 20 Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to the director (or equivalent) of each Party.
- 19.4 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.
- 19.5 If the dispute cannot be resolved by the Parties pursuant to clause 19.1 the Parties shall refer it to mediation pursuant to the procedure set out in clause 19.7.
- 19.6 The obligations of the Parties under this Contract shall not cease, or be suspended or delayed by the reference of a dispute to mediation and the Supplier and the Staff shall comply fully with the requirements of this Contract at all times.
- 19.7 The procedure for mediation and consequential provisions relating to mediation are as follows:
  - (a) A neutral adviser or mediator (“the Mediator”) shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within 10 Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to either Party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution (“CEDR”) or other reputable mediation body to appoint a Mediator.
  - (b) The Parties shall within 10 Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the Parties may at any stage seek assistance from CEDR or other reputable mediation body to provide guidance on a suitable procedure.
  - (c) Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.
  - (d) Both Parties agree to co-operate fully with any Mediator appointed and to bear their own costs and one half of the fees and expenses of the Mediator unless otherwise agreed at Mediation.

- (e) If the Parties reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the Parties once it is signed by their duly authorised representatives.
- (f) Failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both Parties.
- (g) If the Parties fail to reach agreement in the structured negotiations within 30 working days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the Courts.

19.8 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of the competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.

## **20. Notices**

20.1 Any notice to be served on either Party by the other under this Contract shall be sent by prepaid recorded delivery or registered post to the address of the relevant Party shown at the head of this Contract or by facsimile transmission or electronic mail (provided that a confirmatory copy is at the same time despatched by recorded post) prior to 4.00 pm on any weekday except for Christmas Day, Good Friday and any statutory bank holiday. Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given 2 (two) Working Days after the day on which the letter was posted, or 4 hours, in the case of electronic mail or facsimile transmission or sooner where the other Party acknowledges receipt of such letters, facsimile transmission or item of electronic mail.

20.2 Each of the Parties shall give notice to the other of the change or acquisition of any address or telephone fax or e-mail address at the earliest possible opportunity but in any event within 48 hours of such change or acquisition.

## **21. Waiver**

21.1 The failure by either Party to enforce at any time or for any period 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.

## **22. Severance**

22.1 If any provision of this Contract is declared by a court or other competent authority to be unlawful, void or unenforceable, it shall be deemed to be deleted from this Contract and shall be of no force and effect and this Contract shall remain in full force and effect as if such provision had not originally been contained in it. In the event of any such deletion, the Parties shall negotiate in

good faith in order to agree the terms of a mutually acceptable and satisfactory alternative provision in the place of the provision so deleted.

### **23. Remedies Cumulative**

- 23.1 Except as otherwise expressly provided by this Contract all remedies available to either Party for breach of this Contract cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

### **24. Contract Variation**

- 24.1 Subject to clause 26.2, no variation or modification to the Contract is valid unless it is in writing and signed by the Council and the Supplier.
- 24.2 The Council shall be entitled to issue to the Supplier in writing or, in case of urgency orally (provided the Council confirms oral instructions in writing as soon as it is practicable), variation orders requiring the addition, suspension, reduction or cessation of provision of any Services and/or the provision of Emergency Services in accordance with revised Delivery Instructions. The Supplier shall charge for the impact of the variation order in accordance with the rates and prices used to calculate the Price in the Request for Quotation.

### **25. Extension of Contract Period**

- 25.1 Subject to Clause 26 (Price adjustment on extension of the Contract Period), the Customer may, by giving written notice to the Supplier of not less than three (3) Month(s) / at any time prior to the last day of the initial Contract Period, extend the Contract for **(one/two/three)** further period(s) of **months/years** up to a maximum contract period of **months/years** in total. The provisions of the Contract shall apply (subject to any agreed Variation or adjustment to the Contract Price pursuant to clause 26 (Price adjustment on extension of the initial Contract Period) throughout any such extended period.

### **26. Price adjustment on extension of the Contract Period**

- 26.1 The Contract Price shall apply for the initial Contract Period. In the event that the Customer agrees to extend the Contract Period pursuant to Clause 25 (Extension of Contract Period) the Customer may but shall not be obliged to in the **months?** period prior to the expiry of the Contract Period, enter into good faith negotiations with the Supplier (for a period of not more than **?** Working Days) to agree a variation in the Contract Price.



- 26.2 Either Party may propose such variation provided that the Party proposing the variation shall provide to the other Party (as soon as possible) such substantiating information and evidence as the other Party may reasonably require to assist its consideration of the proposal (which consideration shall not be unreasonably delayed). For the avoidance of doubt any variation of the Contract Price pursuant to this clause 26 must be agreed within (10/20/30) days of the commencement of negotiations.
- 26.3 If a variation in the Contract Price or Service Charges is agreed between the Customer and the Supplier (in accordance with clause 26.1) the variation shall take effect from the first day of any period of extension and shall apply throughout the period of extension. In the absence of such agreement, the Contract Price shall continue to apply throughout the period of extension.
- 26.4 Any increase in the Service Charges pursuant to Clause 26.1 shall not exceed the percentage change in the Office of National Statistics' Consumer Prices Index (CPI) (or another such index specified in the Pricing Schedule) between the Commencement Date and the date (3/6) Months before the end of the Contract Period.

## **27. Third Party Rights**

- 27.1 The Contracts (Rights of Third Parties) Act 1999 does not apply in relation to this Contract or any agreement, arrangement, understanding, liability or obligation under or in connection with this Contract.

## **28. Applicable Law**

- 28.1 This Contract shall be governed by and construed in accordance with English law and subject to the exclusive jurisdiction of the English Court.

## **29. Counterparts**

- 29.1 This Contract may be executed in any number of counterparts provided that it shall not become effective until each Party has executed a counterpart and exchanged it with the other.