

Community Meal Delivery Service

TERMS AND CONDITIONS

OCTOBER 2005

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APPENDICES

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BETWEEN

- (1) **THE KENT COUNTY COUNCIL** of Brenchley House, Week Street, Maidstone ME14 1RF (referred to in this Contract as 'We' or 'us') and
- (2) The Organisation whose name and address is given in Appendix 3 and who owns the community meal delivery organisation (referred to in this Contract as 'You' or 'your').

TERMS AND CONDITIONS OF CONTRACT

1. Definitions

When they are used in this Contract the terms and expressions set out below in the first column have the meanings set out in the second column except where the context otherwise requires:

Authorised Signatory	This is the owner of the Organisation or the person that (s)he authorises to act on his/her behalf.
Care Manager	The person responsible for undertaking the assessment of an individual's need, matching the need against eligibility criteria for a community care service and for reviewing the continued need of that service. In this Contract, Care Managers Must also be taken to include Care Manager Assistants, Purchasing Officers and any other authorised representative(s).
Continuing Breach	A breach in contractual duty or duties on your part as a result of repeated failures to remedy non-performance or to sustain performance over a reasonable period of time.
Contract	The Community Meal Delivery Service terms and conditions and appendices.
Contract Award Letter	The letter from us to You which communicates our acceptance of your offer to provide the Service. This letter will contain the detail of any contract award.
Contract Price	The price per delivery of a hot Meal bid by You in the Tender. It will exclude VAT, and will be varied over time in accordance with clause 10. The Contract Price does not include the cost of the Meal.
Contracts Manager	The person who We have authorised to administer our contracts for social care. His or her address will be given in the Contract Award Letter and in the Contract document that will be prepared following award of Contract.
Debt Hand Back	The transference of responsibility for the uncollected payment of the Meal cost from a Service User to the relevant Care Management Team as identified on the Service Delivery Order.

Delivery Worker	A member of Staff employed by You to carry out the community meal delivery service.
Direct Recharge	The cost of a Standard Meal to be charged directly to the relevant Care Management Team where You have been instructed to do so, as identified on the Service Delivery Order.
Electronic Invoicing	Commonly known as TDM (Transaction Data Monitoring). An electronic financial invoicing process, which requires You to be VISA enabled and submit invoices via a web enabled application. The invoice is matched to the order, given set criteria, and makes payment to the Organisation via the VISA platform.
Meal	The food delivered at the request of the Service User.
Must	Means that the activity referred to is mandatory.
Organisation	The community Contract Price delivery Organisation that is detailed in Appendix 3.
Policy	Is a set of general statements, which help Staff and individuals to make sound judgements.
Procedure	Is the method by which a Policy is put into practice.
Provider's Contract Manager	The person appointed by You to manage the day to day delivery of the Service and notified to us pursuant to clause 5.5
Serious Breach	A breach of your duty of care to a Service User by which he or she suffers harm and/or any malicious act by You towards us.
Service	The community meal delivery service that You will provide for a Service User in accordance with the terms of this Contract.
Service Delivery Order	The Written notice from the Care Manager to You that initiates and tailors the Service for a Service User.
Service Users	People who have been found on assessment to be in need of community meal delivery service. You will have a Service Delivery Order for him or her.
Should	Means that the activity is not mandatory but We prefer that it take place. Any exception to this will be stated in the individual's Service Delivery Order that has precedence over other general guidance.
Specification	Our "Specification For a Community Meal Delivery Service" which is attached at Appendix 1.

Standard Meal	A standard main course and dessert that meets the National Association of Care Catering nutritional standards for this Meal type. The Standard Meal is our specified basic Meal type for this Contract and includes Meals that meet vegetarian and dietary needs.
Standard Meal Price	The Standard Meal Price is the cost that We have set within this Contract that must be charged by You to the Service User for this Meal type.
Staff	The employees and workers who carry out the Service for You.
Start Date	The date notified in the Contract Award Letter as the beginning of the Contract.
We	The Kent County Council ("the Council") and any person to whom we may assign this Contract. Unless the context otherwise requires, 'us' will also be taken to refer to 'we'.
Working Day(s)	Means Monday to Friday inclusive between the hours of 0900 hrs and 1700 hrs, except when these days are Bank Holidays.
Written	Means communication via letter, Fax or email. The method used Should be the most appropriate for the circumstances (e.g. a report would be better sent via email than Fax).
You	The legal owner of the Organisation as detailed in Appendix 3 or any person either authorised to act on your behalf or succeeding to your ownership of the Organisation.

2. Interpretation

2.1 Unless the context makes it clear that this is not what was intended, any reference in this Contract to:

- (a) the singular includes a reference to the plural and vice versa;
- (b) a person includes a reference to an individual or a firm, partnership, company or corporation;
- (c) a 'clause' or an 'Appendix' means a reference to a clause or Appendix of this Contract; and
- (d) any notice or communication 'in writing' means sent by post or personal delivery, fax or electronic.

2.2 The headings in this Contract are for ease of reference only and do not affect their interpretation.

2.3 Any reference in this Contract to any legal enactment, order, regulation or other similar instrument means that which is in force. This includes (for as long as they are in force):

- (a) any amendments or modifications to any such enactment, order, regulation or other similar instrument, and;
- (b) any re-enactment of any such enactment, order, regulation or other similar instrument.

3. Start, Duration and Geographical Coverage of this Contract

- 3.1 This Contract shall be for a period of five years from and including 01 April 2006 to and including 31 March 2011 (unless terminated beforehand in accordance with the provisions of this Contract).
- 3.2 This Contract is let by one or more complete Districts with the exception of Swale and Dover, parts of which are subject to local tendering.

4. Entire Contract

- 4.1 This Contract sets out all the terms and conditions that You and We have agreed as regards the provision of the Service.
- 4.2 It supersedes any representations, documents, negotiations or understandings about the Service, whether oral or Written, made, carried out or entered into before the date of this Contract.
- 4.3 What is set out in the clauses of this Contract and or the requirements of a Service Delivery Order will take precedence if there is any inconsistency or conflict between them and what is set out in your terms and conditions with Service Users.
- 4.4 You shall be deemed to have made all enquiries necessary and to have satisfied yourself before submitting the Tender as to: the correctness and sufficiency of the Contract Price stated by You, the contents and meaning of these Conditions and of the other documents forming part of this Contract.

5. Contacts

- 5.1 For the purposes of this Contract, the Contracts Manager will be your first point of contact for us, and the signatory to this Contract or such other person as You notify in writing to the Contracts Manager will be our first point of contact for You.
- 5.2 For the purpose of a Service Delivery Order, your first point of contact for us will be the Care Manager who is identified on the Service Delivery Order.
- 5.3 All correspondence relating to this Contract, from You to us or vice versa, will be sent in writing to the applicable address shown on Appendix 3 of the Contract.
- 5.4 All correspondence relating to a Service Delivery Order, from You to us or vice versa, will be sent in writing to the applicable address shown on the Service Delivery Order.
- 5.5 You shall, on or before the 01 March 2006, give us the address and telephone number of your Premises. You shall provide our Contracts Manager (and update when necessary) telephone numbers on which your Contract Manager (or a duly approved deputy) can be contacted during normal working hours (and at least between 0800 and 1800 hours). An emergency contact number for outside normal working hours on each day of the year Must also be provided.

6. Review

- 6.1 We will review this Contract whenever there is a significant change in our statutory functions regarding the Service and/or whenever there is a significant change in

Kent County Council's Policy in relation to the Service and/or the number of Meal deliveries originally indicated for a respective District(s).

6.2 The Care Manager will review a Service Delivery Order within 12 weeks of the start of the Service and thereafter every year or soon after a change of need.

7. Price

7.1 You will be paid the Contract Price in return for carrying out your obligations under this Contract.

7.2 We declare a price for the Standard Meal so that the delivery element of your costs, and therefore your Contract Price, may be identified. For the purposes of this Contract you are required to charge the Service User a Standard Meal price of £3.00 for 2006/2007.

7.3 An ethnic or cultural Standard Meal will be provided on the instruction of a Service Delivery Order. The cost of this meal may be more than the declared Standard Meal Price in clause 7.2. Where this occurs the excess sum may be charged to the respective Care Management team (see clause 8.3(e)).

7.4 You will not charge the Service Users or their representative(s) for any part of the Service that is deemed to be included in the Contract Price.

7.5 If You provide other additional Services at the request of the Service User or his or her representative, We will regard this as a private arrangement that is outside of the Contract. With the knowledge of the Service User, You will notify the Care Manager about any such arrangement prior to its commencement.

8. Payment Arrangements

Clause 8 will be subject to variation on the introduction of Electronic Invoicing (i.e. Transactional Data Matching). You will agree to the introduction of Electronic Invoicing during the life of the Contract on a date to be specified by us.

8.1 Upon allocation of a Service User, We will issue a Service Delivery Order to You. No payment will be due to You if the Service is performed without a Service Delivery Order. The exception to this is set out in the provisions of clause 15.

8.2 At the end of each week, You will submit a Written Delivery Report to the Care Manager named on the Service Delivery Order. The report will list each Service User per Care Manager and show:

- (a) your name and address;
- (b) the period to which the record relates;
- (c) name of the Care Manager and the team to which he or she belongs;
- (d) name and Client ID of the Service User;
- (e) number of Standard and non-Standard Meals delivered;
- (f) details of whose Meals could not be delivered and reason(s) if known; and
- (g) any anomalies/observations during deliveries.

8.3 At the end of each four-week period, You will submit an invoice to us, which is marked for the attention of the Team Leader at the address shown on the Service Delivery Order. The invoice will show:

- (a) your name and address;
- (b) the invoice date (as date/month/year);

- (c) the period to which the invoice relates; and
- (d) the total number of Standard and non-Standard Meals delivered, the total number of Meals that were not delivered and refused deliveries together with the associated costs;
- (e) the sum in excess of the declared Standard Meal Price related to non-Standard Meal costs should be clearly identified as a separate item.

- 8.4 A separate Four-Week Delivery Statement Must be attached to the invoice. This will take the form of a summary of Meal numbers based on the weekly Delivery Reports submitted to Care Managers (i.e. the total number of Meals delivered to named Service Users as per clauses 8.2 (c) to (f) in the stated four week period).
- 8.5 If You are registered for VAT, You will include information about this on your invoice in accordance with the provisions of the VAT Regulations.
- 8.6 We will return to You, within 10 Working Days, all invoices that are incorrect.
- 8.7 We will pay You within 30 days of our receipt of a correct invoice, by BACS (Bank Automated Clearing Service).
- 8.8 If We are late in making any payment of the Contract Price then We will pay You in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 and the Amendment to this Act (August 2002).

9. Debt Management

- 9.1 For clarity, the Service User is responsible for the payment of their own Meal and it is your responsibility to manage the collection of payment. You will be responsible for clearly notifying the Service User in writing of this responsibility at the outset of the Contract either on or up to one month prior to 01 April 2006. This notification Must also set out the relationship between You and Us with regard to this Service.
- 9.2 All new Service Users Must also receive this notification at the outset of their Service.
- 9.3 You will be responsible to ensure your debt Procedure prevents debt from accruing in excess of one week's deliveries (i.e. 7 Meals) unless previously agreed by You with the Service User. In the latter case, You will assume responsibility if this arrangement is not honoured. You will have a written debt Policy and Procedure that sets out reasonable steps to collect debt. You will provide a copy of your debt Policy and Procedure when requested.
- 9.4 We will not accept the 'handing back' of accrued debt unless it can be demonstrated that your debt Policy and Procedure has been applied. Hand back will occur at the end of the four week payment cycle detailed in clause 8.3 and will take the form of an additional descriptive line on your invoice and supported by a statement detailing the sum of debt outstanding together with the information detailed in 8.4.
- 9.5 There may be exceptional instances where a Service User is referred for a delivery Service where the Care Manager knows that the Service User will not pay. If this is the case the Care Manager will clearly state this on the Service Delivery Order. In these instances a Standard Meal choice will be offered to this Service User. You will be able to charge for the Standard Meal cost directly to the Care Management Team identified on the Service Delivery Order. The invoice Must clearly identify

'Direct Recharges' as a separate line and be supported by a statement detailing the cost and number of Meals together with the information detailed in 8.4.

10. Price Increases

10.1 From 1 April next year and 1 April in each subsequent year of the Contract, We will automatically apply an increase to the Contract Price that has been authorised by our elected Members. This takes into consideration the standard Retail Price Index and known changes in the costs of provision over the previous twelve months.

10.2 You should only increase the Standard Meal Price in accordance with clause 10.1. It must not be changed to reduce or increase the Contract Price paid by Us.

10.3 Other than as set out in clause 10.1, the Contract Price will not be increased unless there are exceptional circumstances and We agree. Whether or not We agree will be at our discretion.

11. Monitoring Performance

11.1 You will comply with the performance monitoring arrangements that will be drawn up by us in consultation with your representatives.

11.2 You will make available to us, upon request, copies of any Regulator reports, including those that have not yet been released to the public (e.g. Environmental Health Officer reports).

11.3 You will keep records that ensure You can demonstrate to us your performance of this Contract. Your records will show resource inputs, Organisational processes and outcomes related to the Service and Service Users.

11.4 We reserve the right to visit your offices at any reasonable time without giving notice.

11.5 We reserve the right to directly elicit the views of willing Service Users. We will respect their privacy where We do this.

11.6 Following discussion with You, We reserve the right to directly elicit the views of your Staff and to observe the Service provided at the point of delivery.

11.7 We reserve the right to look at your relevant financial accounts on a regular basis during the life of this Contract for the purpose of validating your financial viability. We will be reasonable in exercising this right. We will treat any information gained in accordance with the provisions for confidentiality at clause 27.5

11.8 At the end of each four-week period an electronic copy of the Four-Week Delivery Statement detailed in clause 8.4 Must be emailed to the Contract Manager for monitoring of Meal numbers delivered.

12. Dispute Resolution

12.1 If there is a dispute between You and us about the interpretation or operation of this Contract then both of us will take all steps necessary to resolve the dispute when and where it arises, negotiating on the basis of good faith.

12.2 Having done this, either one of us may notify the other that it wishes the dispute to be referred to a meeting of your representative (as at clause 5.1) and the Contracts Manager who will discuss the issue within 10 Working Days of receiving the notification.

Please note:

- (a) If the dispute is not resolved within 20 Working Days of the date of their discussion, then either one of us may notify the other that it wishes the dispute to be referred to more senior officers on both sides to resolve;
- (b) If they fail to resolve the dispute within 20 Working Days of its referral to them then either one of us may notify the other that it wants to try to settle the dispute by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure;
- (c) If both parties do not agree on the identity of the mediator then either one of us may ask CEDR to appoint a mediator;
- (d) Both of us Must pay the mediator's fee in equal shares and do what We can to ensure the mediation starts as soon as possible;
- (e) Any agreement reached as a result of mediation will be final and binding on both of us, but if the dispute has not been settled within 10 Working Days of the mediation starting then either of us may instigate litigation proceedings (but not before then).

12.3 Using the dispute resolution Procedure will neither delay nor take precedence over any use of the default or termination Procedures contained in this Contract.

13. Default

13.1 If either You or We consider that the other is in default of its obligations under this Contract or a Service Delivery Order then the default, and a reasonable time-span within which it Must be put right, Must be notified in writing to whichever of you and us is considered to be at fault.

13.2 Where the default is not put right within the specified time then it may be referred to the dispute resolution Procedure contained in clause 12 of this Contract or the termination Procedures contained in clauses 14 and 15 of this Contract.

14. Termination of the Contract

14.1 You will notify us without delay if You cannot meet your commitments under this Contract for a temporary period. In this circumstance and without prejudice to the continuation of this Contract, We may assist You to ensure the continuity of the Service.

14.2 This Contract may be ended at any time by either of us giving to the other not less than 3 months prior notice in writing to expire at any time.

14.3 We may terminate this Contract without notice and recover from You the amount of any loss resulting from the termination if You:

- (a) are in Serious Breach of this Contract;

- (b) are in Continuing Breach of this Contract;
- (c) become bankrupt or are the subject of any application or arrangement under the provisions of the Insolvency Act 1986 (as amended by the Enterprise Act 2002); have a winding-up order made (except for the purposes of amalgamation or reconstruction) or a resolution of a voluntary winding-up is made;
- (d) have a provisional liquidator, receiver or manager of your business or undertaking duly appointed;
- (e) have an administrative receiver as defined in the Insolvency Act 1986 (as amended by the Enterprise Act 2002) appointed;
- (f) are in circumstances which entitle the court or a creditor to appoint, or have appointed, a receiver, a manager or an administrative receiver, or which entitle the court to make a winding-up order;
- (g) take financial advantage of a Service User or inappropriately solicit money from his or her representative;
- (h) offer any inappropriate inducements or exert pressure on a potential Service User or his or her representative to encourage a choice of your Service;
- (i) offer, give or agree to give any gift or consideration of any kind to any of our Officers or elected Members in order to gain an advantage in the performance of this Contract;
- (j) defraud us.

14.4 You will be entitled to any of the payments due to You on the date of such termination pursuant to clause 8.

15. Termination, Suspension or Modification of a Service Delivery Order

15.1 The Care Manager, Contracts Manager or other Staff authorised by us shall be entitled to issue You Written instructions. These may require You to deliver an additional Meal(s) to current or additional Services Users and/or not to deliver a Meal(s) to specific Services Users.

15.2 Service Users may not give instruction to receive additional Meals without the confirmation of the Care Manager. The exception to this is where a one-off Meal is requested for unexpected circumstances such as non-attendance to a Day Centre through illness. If this situation occurs the Care Manager Must be informed.

15.3 Service Users are entitled to issue to You instructions requiring You not to deliver Meals to that Service User either permanently or for a temporary period. This instruction may be verbal if for a short period, up to several days, but if longer it Must be received in Written form.

Please note:

Service Users who are assessed as not able to make this decision will be notified to You: for existing Service Users this will be by way of an initial list and for new Service Users by way of the Service Delivery Order. In the event that a request to cancel the Service is received from a 'notified' Service User You Must notify the

Care Manager immediately and continue the Service until instruction is received from the Care Manager.

15.4 In the case of a Service being cancelled, if the cancellation is made on any day prior to and up to 10.00 hrs. on the day the Service is not required then You will not be entitled to payment for the Service cancelled. If the cancellation occurs after 10.00 hrs. on the day of cancellation then You will be entitled to payment for the Service cancelled.

15.5 In instances where a Service User is taken to hospital unexpectedly there will be automatic cancellation of the Service for that Service User for the duration of the Services User's period in hospital. You will only be entitled to payment for the current day's cancelled Service if appropriate notice is not received by You for that day.

15.6 In the event of a Services User being discharged from hospital, the normal provision of a Service for that Services User will resume unless You are informed otherwise by the Care Manager. We will endeavour to inform You of the Service User's discharge before 10.00 hrs and You will endeavour to ensure delivery of a Service on the day of discharge.

15.7 We will give You not less than one Working Day's notice of suspension or termination of the Service Delivery Order where it is known that the Service User will not require the Service due to a planned absence. Where such notice is not given, We will pay the agreed rate for one day's planned Service to the Service User.

15.8 In the case of a Service User's sudden death We will pay the agreed rate for one day's planned Service to the Service User if notice is not given before 10.00 hrs that day.

15.9 You may terminate a Service Delivery Order, with reasonable grounds to do so, by giving 5 Working Days Written notice.

16. Statutory Obligations

16.1 Both of us will comply with all relevant current and future legislation applicable to the provision of the Service.

17. Insurance

17.1 The onus is on You to ensure that your insurance policies are adequate to cover eventualities pertaining to your business and the performance of this Contract.

17.2 You Must maintain the following minimum insurance cover:

- (a) Public Liability Insurance: £5 million in respect of any one claim which You become legally liable to pay for illness, injury or death to a third party, or loss of or damage to his or her property;
- (b) Employers Liability Insurance: £10 million in respect of any one claim which You become legally liable to pay for illness, injury or death of an employee arising out of and in the course of his or her work;

- (c) Motor Vehicle Insurance: Third party cover with unlimited indemnity for third party injury and £5 million for third party property damage in respect of any one claim;
- (d) Business Interruption: Adequate insurance cover to enable You to fulfil your responsibility under this Contract in the event of material damage which causes the Service to be continued at another or multiple other locations;

17.3 You will procure and maintain the above mentioned insurance covers with a reputable company or companies.

17.4 You will provide to us, on request, such information as We may reasonably require to confirm that the insurance referred to above has been effected and is adequate and in force at all times.

18. Variation

18.1 We reserve the right to vary any part of this Contract at any time as a result of an Act of Parliament or direction of Central Government or outcome of an officially authorised review or audit by or for us provided that the variation:

- (a) Fits within the scope of the Service; and
- (b) Is to be effected in accordance with any officially authorised timetable that prevails or any other period that is agreed by both of us and then notified in writing to You.

18.2 Any non-statutory variation to this Contract will only be effective when it is in writing and consented to by both You and Us.

19. Ombudsman

19.1 Under the Local Government Act 1974, the Ombudsman may investigate a complaint about an action taken by You pursuant to this Contract. You will co-operate fully with any such investigation and will reimburse to us any payment We make to any complainant where a finding of maladministration causing injustice is made as a result of a fault on your part.

19.2 You may complain to the Ombudsman about maladministration by us that caused injustice to You after We have been given an opportunity to consider the complaint. We will co-operate fully with any such investigation and will reimburse to You any payment You make to any complainant where the Ombudsman makes a finding of maladministration causing injustice as a result of a fault on our part.

20. Assignment and Sub-Contracting

20.1 If You want to either assign your interest in this Contract to any other person or create any security over it or any part of it then You Must first obtain our Written consent, which Should not be unreasonably withheld.

20.2 With the exception of your use of agency staff to cover vacancies in managerial or supervisory positions, You may not sub-contract the carrying out of your Service obligations under this Contract.

20.3 We reserve the right to direct that any individual member of Staff does not provide a Service to any particular Service User.

21. Change of Control

21.1 If You have a change of control or there is a change affecting your legal status or that of the Organisation, You will inform us without delay.

22. Partnership and Agency

22.1 Both of us expressly agree that nothing in this Contract in any way creates a legal partnership between us.

23. Probity

23.1 You will immediately inform the Contracts Manager of any conflict of interest that has arisen or is likely to arise as a result of You undertaking work for or providing the Service to a third party other than a Service User.

23.2 We may seek an alternative Organisation for some or all of the Service if We have reasonable grounds for believing that such a conflict has arisen or is likely to arise as a result of information received from You or otherwise.

24. Declaration of Interests

24.1 You will inform the Contracts Manager in writing if You become aware that any of our Officers or elected Members has or acquires any interest in your business at any time during the life of this Contract.

25. Security

25.1 You shall co-operate with any investigations relating to security which is carried out by or on behalf of us. You shall:

- (a) make any employees identified by us available to be interviewed by us for the purposes of the investigation; and
- (b) subject to any legal restriction on their disclosure, provide all documents, records or other material of any kind that may reasonably be required by us for the purposes of the investigation. We shall have the right to retain any such material for use in connection with the investigation and shall supply You with a copy of any material retained.

26. Waiver

26.1 If either one of us fails to exercise, or delays in exercising any right or remedy, to which it is entitled under this Contract or at law then this will not constitute a waiver of such right or remedy. It does not mean the provision in question no longer applies and it affects neither the validity of this Contract nor the right of either of us to enforce any provision in accordance with its terms.

27. Data Protection and Confidentiality

27.1 Both of us Must comply with the requirements of the Data Protection Act 1998 in so far as they apply to the provision of the Service and/or otherwise to this Contract.

27.2 You will keep confidential any information that We supply to You in connection with this Contract or that You obtain in the course of providing the Service. Any data that You so gain will be processed only in accordance with instructions in this Contract and for no other purposes.

27.3 In respect of personal data subject to the Data Protection Act 1998, You will take appropriate technical and organisational measures against unauthorised or unlawful processing and against accidental alteration, loss or destruction of or damage to such personal data.

27.4 You will not disclose personal data to any third parties other than:

- (a) to Staff and sub-contractors to whom such disclosure is reasonably necessary in order to carry out the Service; or
- (b) to the extent required under a court order.

You will give notice in writing to us of any disclosure of personal data that You may make under part (b) as soon as You are aware of such a requirement.

27.5 We will keep confidential any business information obtained from You in connection with this Contract and We will take all reasonable steps to ensure that our employees do not divulge such information to a third party without your express Written consent, except as may be required by law.

27.6 We will give notice to You, in writing, of any disclosure of personal data that We may be required to make as soon as We are aware of such a requirement.

28. Transfer of Undertaking

28.1 You Should consider whether the Transfer of Undertakings (Protection of Employment) Regulations 1981 are applicable, which may oblige You to take on the Care Worker or Workers, assigned to a Service User, on their existing terms and conditions.

29. Electronic Business

29.1 Both Parties will co-operate with each other in order to make the most of information and communication technology as it applies to the provision of the Service and/or otherwise to this Contract.

30. Freedom of Information

30.1 You acknowledge that We are subject to the requirements of the Code of Practice on Access to Government Information, the Freedom of Information Act (FOIA) and the Environmental Information Regulations and Must assist and cooperate with us (at your expense) to enable us to comply with these information disclosure requirements.

30.2 You Must ensure that You:

- (a) transfer any request for information to us as soon as practicable after receipt and in any event within two Working Days of receiving a request for information;

- (b) provide us with a copy of all information in your possession or power in the form that We require within five Working Days (or such other period as We may specify); and
- (c) provide all necessary assistance as reasonably requested by us to enable us to respond to a request for information within the time for compliance set out in Section 10 of the FOIA.

30.3 We are responsible for determining at our absolute discretion whether the information is:

- (a) exempt from disclosure under the Code of Practice on Access to Government Information the FOIA and the Environmental Information Regulations;
- (b) to be disclosed in response to a request for information and in no event will You respond directly to a request for information unless expressly authorised to do so by us.

30.4 In no event may You respond directly to a request for information unless expressly authorised to do so by us.

30.5 You acknowledge that We may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of Functions of Public Authorities under Part I of the Freedom of Information Act 2000, be obliged under the Code of Practice on Access to Government Information, the FOIA, or the Environmental Information Regulations to disclose Information:

- (a) without consulting You, or
- (b) following consultation with You and having taken your views into account.

30.6 You Must ensure that all information produced in the course of the Contract or relating to the Contract is retained for disclosure and shall permit us to inspect such records as requested from time to time.

30.7 You acknowledge that any lists or schedules that You provide outlining Confidential Information are of indicative value only and that We may nevertheless be obliged to disclose Confidential Information in accordance with Clause 30.5

31. Contracts (Rights of Third Parties) Act 1999

31.1 A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right of a third party which exists or is available apart from such Act.

32. Law

32.1 This Contract will be considered as a contract made in England and according to English Law and the parties irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales.