

CONTRACT PARTICULARS

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| 1. | Commencement Date: | As stipulated within the Award Letter | (Clause 2) |
| 2. | Contract Period: | As stipulated within the Award Letter | (Clause 2) |
| 3. | Contract Price: | As stipulated within the Award Letter | (Clause 20) |
| 4. | Address for Service of Notices | For the Council:
Strategic Commissioning
Kent County Council
Sessions House
County Road
Maidstone
Kent ME14 1XQ

For the Supplier:

As stipulated within the Award Letter | (Clause 5.3) |
| 5. | Service Levels and Service Credits | Clause 9 applies | (Clause 9 and Schedule 9) |
| 6. | Key Personnel | Clause 11 applies | (Clause 11) |
| 7. | Safeguarding | Clause 13 applies | (Clause 13) |
| 8. | TUPE and Pensions | Clause 14 does not apply | (Clause 14) |
| 9. | Licence to Occupy Council Premises | Clause 16 does not apply | (Clause 16) |

10.	Property	Clause 17 applies	(Clause 17)
11.	Parent Company Guarantee	Clause 18.1 and Schedule 10 apply.	(Clause 18.1 and Schedule 10)
12.	Performance Bond	Clause 19 does not apply	(Clause 19)
13.	Payment and VAT	Payment Periods: Monthly in arrears.	(Clause 21)
14.	Price Adjustment	There will be no amendments to the agreed Fixed Prices stated within the Award Letter. The Contract Price remains constant throughout the contract.	(Schedule 2)
15.	Security	Clause 32 applies	(Clause 32)
16.	Audit	Period for which records must be maintained after the end of the Contract: 6 years (<i>Where the Contract is executed under hand</i>)	(Clause 21.7, 24.5, 34, and 35)
17.	Liability and Indemnity	The Supplier's liability under this Contract shall be limited to the sum of the annual out turn Contract value.	(Clause 45)
18.	Insurance	Public liability insurance: £5,000,000 million per claim Employer's liability insurance: £10,000,000 million per claim	(Clause 46)
19.	Additional Insurances	Professional Indemnity Insurance is not required. Period for which Professional Indemnity Insurance is required	(Clause 46.5 and 46.6)

following expiry or termination:

6 years

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| 20. | Break Clause | Clause 50 applies | (Clause 50) |
| | | The notice period is 3 months. | |
| 21. | Force Majeure | Clause 54 applies | (Clause 54) |
| 22. | Disaster Recovery | Clause 55 applies | (Clause 55) |
| 23. | Commercially Sensitive Information | Schedule 7 applies | (Schedule 7) |
| 24. | Joint and Several Liability | Schedule 0 applies | (Schedule 0) |