

GUIDANCE ON HOW TO BUILD YOUR SET OF TERMS AND CONDITIONS FROM THE COUNCIL STANDARD

SERVICES

- There are four potential types of contract
 - One off (ad-hoc supply)
 - Ongoing supply
 - Framework (see separate conditions)
 - Goods or Services or a combination of both

In order to build your contract you must consider the conditions that will be required to best serve the type of contract you are awarding. The following conditions are suggested for a SERVICES contract.

- Consider your specification/requirements and the need for any amendments to standard conditions - if necessary select from additional (highlighted in red).
- Should you require a contract for a combination of both goods and services, please consider the wording in these examples - start with the services set of conditions, change the wording to include goods where appropriate, refer to the goods conditions and add in any you feel apply to your tender.
- If the contract is using the OPEN procedure please remove para (B) in the background of the contract document.
- If you have amended any of the standard conditions or inserted any not from this library please consult Legal Services, identifying the conditions you want them to review and approve (see the Legal Services contract review checklist).
- If you have not amended any conditions, contracts with a **low or medium business case risk** score can adopt this final document.
- All contracts with a **high risk** should refer their final document to legal to ensure that it covers all pertinent risks and issues. There should also be an initial minuted meeting between the Authority and the Contractor to review and agree the content of the contract.

The contract should be made up as follows:

The contract conditions and Signed Agreement
Section 1 - the original ITT
Section 2 - the contracts returned tender

SERVICE STANDARD CONTRACT CONDITIONS

Bidders should note that these Contract Conditions constitute the Contract for the provision of the Services. The Authority will not negotiate on these Contract Conditions. By submitting their bid, Bidders confirm acceptance of these Contract Conditions.

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Agreement

Part One - Specification (extract from ITT)

Part Two - Contractors response (reply to ITT)

CONTRACT (NUMBER)

between

THE MORAY COUNCIL, a local authority constituted under the Local Government etc. (Scotland) Act 1994 and having its principal offices at the Council Offices, High Street, Elgin, IV30 1BX (hereinafter referred to as “**the Authority**”)

and

STATE NAME, a company incorporated under the Companies Acts (Registered No. (*)) and having its registered office at **STATE ADDRESS** (hereinafter referred to as “**the Contractor**”)

each a “Party” and together the “Parties”.

BACKGROUND:

- (A) the Authority wishes to appoint a contractor to provide services (“the Services”);
- (B) the Authority issued a [Pre-Qualification Questionnaire on **DATE** (the “PQQ”) and] an Invitation to Tender on **DATE** (which forms Part 3 of the Schedule Annexed, the “ITT”) which detailed the extent and specification of the Services;
- (C) the Contractor submitted a detailed proposal dated **DATE** in which it offered to provide the Services (hereinafter referred to as “the Response”);
- (D) the Authority has resolved to accept the Response;

THE PARTIES AGREE AS FOLLOWS:

1. THE SERVICES

- (a) The Services to be provided by the Contractor in terms of this Agreement are detailed in the Specification and the Response which form Parts One and Two respectively of the Schedule.

- (b) The Services to be provided by the Contractor in accordance with this Agreement shall be provided in a proper, skilful and professional manner to the complete satisfaction of the Authority. If in the opinion of the Authority, acting reasonably, the performance of the Services by the Contractor is unsatisfactory or does not meet the terms of this Agreement, then the Authority may, where it deems it appropriate, instruct the Contractor to repeat the performance of any part of the Services at no extra cost to the Authority. Alternatively, the Authority may withhold payment or part thereof due under **Condition 3**.
- (c) The Contractor shall ensure that the Services conform to all and any relevant codes of practice, performance ratings, and quality standards all to the satisfaction of the Authority.

2. DURATION

- (a) This Contract shall commence on **DATE** (“the Commencement Date”), notwithstanding the date or dates hereof, and shall continue in force for a period of **PERIOD**, unless and until terminated sooner in accordance with the provisions of this Agreement.
- (b) In addition to the foregoing, the Authority may alter the duration of this Agreement, if so required, as a result of any change in the law applicable to the subject matter of the Agreement or to local authority procurement and contracting in general.

3. PAYMENT

- (a) In return for the performance of the Services, the Authority shall pay the Contractor in accordance with Part Two of the Schedule.
- (b) The Contractor shall issue timeously detailed invoices in accordance with (a) above, to the Authority in respect of the Services and Additional Services. Each invoice shall clearly state the Services performed and the cost thereof, together with any Value Added Tax payable thereon.
- (c) Payment in respect of each invoice shall be due within thirty days of receipt thereof by the Authority. Notwithstanding the foregoing, the Authority shall have the right to retain the whole or part of such payment in the event of any dispute or difference arising as a result of the invoice or the Services to which it relates. Any sum retained by the Authority under this clause shall be paid to the Contractor upon the said defect being made good.
- (d) The Authority reserves its right at Common Law to set-off against its indebtedness to the Contractor any debt owed to it by the Contractor and any liability, damage, loss, costs, charges and expenses which it has incurred as a result of any breach by the Contractor of this (or any other) Contract with the Authority.

4. CONSIDER TERMINATION REQUIREMENTS FOR VERY SPECIALISED SERVICES THAT MAY CHANGE OR NO LONGER BE REQUIRED DURING THE CONTRACT PERIOD - PLEASE CONTACT PROCUREMENT FOR FURTHER ADVICE.

4 TERMINATION

- (a)** The Authority may terminate this Agreement forthwith upon giving notice in writing to the Contractor:-
- (i) If the Contractor shall become bankrupt or make an arrangement with its creditors or go into liquidation or have a receiver appointed to its assets or any part thereof;
 - (ii) Upon discovery of a material misrepresentation by the Contractor either within the Response or during the performance of the Services;
 - (iii) If, at two consecutive assessments, the Authority determines the performance of the Contractor to be unsatisfactory; or
 - (iv) If the Contractor is, in the opinion of the Authority, in material breach of the terms of this Agreement and in the event of a breach capable of being remedied, fails to remedy the breach within thirty days of receipt of notice thereof from the Authority
- (b)** The Contractor may terminate this Agreement forthwith and on giving notice to the Authority:-
- (i) If, subject to the provisions of **Condition 1(b) and 3**, the Authority has failed to pay any sum due under the terms of this Agreement and any such sum remains unpaid for thirty days from the date of service of a notice on the Authority advising of such default and demanding payment of the sums due; or
 - (ii) If the Authority is in serious breach of the terms of this Agreement and, in the event of a breach capable of being remedied, fail to remedy the breach within thirty business days of receipt of a notice thereof from the Contractor.
- (c)** Any termination of this Agreement (howsoever occasioned) shall not prejudice or effect any rights or liabilities which have arisen on or before the date of termination.
- (d)** Any termination of this Agreement shall discharge the parties from any liability for further performance of the Agreement save as stated herein.
- (e)** Notwithstanding any termination of this Agreement, the Clauses within the

Agreement relating to indemnity, confidentiality and publicity shall continue in full force and effect.

5. CONSIDER WHETHER THIS IS REQUIRED FOR A ONE OFF OR ADHOC SUPPLY - ALTHOUGH IT IS ALWAYS RECOMMENDED THAT A NAMED REPRESENTATIVE IS GIVEN BY THE CONTRACTOR.

5. REPRESENTATIVES

Throughout the duration of this Agreement, the Contractor will report to the Authority's [name of Authority rep], or any other officer nominated by the Authority and will liaise, as required, with other senior management, directors and heads of service of the Authority. Further, the Contractor shall, as and when appropriate, liaise with operating staff at all levels of the Authority's management structure in order to accurately perform the Services. The Contractor will provide the Authority with a dedicated Contract Manager for liaison purposes for the duration of this Agreement.

6. STAFF

- (a) The Contractor shall be bound at all times to assign to the delivery of services under this Agreement employees, sub-contractors, agents and representatives (all hereinafter referred to as "Staff") with sufficient skill and expertise for the proper performance of the Services. In particular, the Contractor agrees:-
- (i) That where any staffing or skill levels have been agreed as part of the Response, those levels will be maintained,
 - (ii) That where any Staff have been named and agreed to be provided as part of the Response, those named Staff will be assigned to the provision of the Services,
 - (iii) That it has sufficient reserves of trained and competent Staff within each skill level to carry out the Services provided for within the Response to the levels/standards required by the Authority at all times, including sufficient reserves to provide cover for holidays, sickness or any other form of absence, and
 - (iv) That it will replace promptly any Staff who are assigned to the performance of the Services and who cease to be in the Contractor's employment or under the Contractor's control for whatever reason and that such replacement will have the equivalent skill level and shall in every way be suitable for the performance of the Services.
- (b) The Contractor agrees that whilst allocated to the performance of the Services, all staff:-

- (i) Shall maintain strict discipline and good order and shall not engage in behaviour or activities which could be contrary to or detrimental to the Authority's interest,
 - (ii) Shall be effective and efficient workers competent in their particular profession or skills, and
- (c)** In the event that the performance of the Services is likely to bring the Staff of the Contractor routinely into contact with young people and vulnerable adults, the Contractor accepts that:-
- (i) the Authority shall be entitled to make enquires with the police, [Disclosure Scotland / PVG] or with any other appropriate agency about any of the Contractor's Staff engaged or proposed to be engaged in the provision of the Services, with a view to identifying:-
 - (1) any previous convictions under the Rehabilitation of Offenders Act 1974 as amended;
 - (2) unspent convictions involving fraud, theft, sexual assault, physical assault, or any other offences rendering the employee/sub-contractor unsuitable for the employment in question;
 - (3) appearances on any register of sexual offenders which may be in force at the time of entering into this Agreement or during its currency.
 - (ii) the Authority shall be entitled but not unreasonably or vexatiously to require the Contractor by notice in writing, to remove from the provision of the Services, any Staff of the Contractor specified in such notice. The Contractor shall forthwith remove such Staff from the provision of the Services and shall immediately provide a replacement if necessary.
 - (ii) the Authority shall in no circumstances be liable either to the Contractor or any of its Staff for the removal of a member of Staff under condition (ii) above and the Contractor shall fully indemnify the Authority against any claim made by such member of Staff.
 - (iv) the Authority at its sole option may require a statement from each member of Staff assigned at any point of this Agreement to perform the Services, certifying that none of the circumstances narrated in sub-clause (i) above are applicable.
- (d)** The Authority reserves the right to require the removal from the performance of the Contract any member of Staff used by the Contractor whom, in the opinion of the Authority, acting reasonably:
- (i) Is not medically fit to perform the Services under this Contract or provides

a risk to the health of those with whom that person may come into contact during work on this Contract;

- (ii) Is not performing the Services in strict compliance with this Agreement,
 - (iii) Is or is deemed to be guilty of misconduct and negligence in the view of the Authority,
 - (iv) Is acting in a manner which is detrimental to the Authority's interest,
 - (v) Is not complying with the Authority's policies for use of its buildings, for example, smoking in "no-smoking" areas or inappropriate dress or language, or
 - (vi) Is, by the nature of their response to the requirements of sub-clause (e) hereof, deemed to be an inappropriate person to be engaged in the provision of the Services.
- (e) Any individual removed as a consequence of sub-clause (f) shall be replaced promptly with a properly qualified replacement in such time as is acceptable to the Authority and at no extra cost to the Authority.
- (f) Save as aforesaid, the Contractor shall be entirely responsible for the employment and conditions of services of its own Staff.

7. IDENTIFICATION OF STAFF

- (a) All employees or sub-contractors used by the Contractor for the performance of the Services shall carry such identification as the Authority may require at all times when on Authority premises and make it available for inspection on request by any officer of the Authority who similarly discloses their identity. Access to the Authority's premises may be refused or withdrawn if the correct identification is not displayed. In this event, the Contractor shall be fully responsible for resultant delays or difficulties in the provision of the Services.
- (b) On all Authority premises, the employees or sub-contractors of the Contractor assigned to the performance of the Services shall comply with all or any directions issued by the Authority's security staff.
- (c) The Contractor shall ensure that its staff are fully conversant with the Authority's health and safety policy and that they take all such precautions as are necessary to protect the health and safety of the Authority's staff and the public. The Contractor shall require its employees to comply with the Authority's safety policy statement, the lawful requirements of the Authority's safety advisers and any detailed safety policy specific to any individual premises of the Authority whilst on those premises, provided that such information is provided to the Contractor's

nominated Health and Safety representative. Without prejudice to the generality of the foregoing, the Contractor shall ensure that all employees assigned to the performance of the Agreement are properly trained and instructed with regard to fire risks and fire precautions.

8. CORRUPT PRACTICES

Notwithstanding the terms of Clause 4 (Termination) above the Authority shall be entitled to terminate this Agreement and to recover from the Contractor the amount of any loss or damage resulting from such cancellation if:-

- (a) the Contractor shall have offered, or given, or agreed to give to any person any gift, consideration, inducement or award of any kind for doing or not doing any action in relation to this Agreement or any other agreement with the Authority, or
- (b) like acts shall have been done by any member of Staff employed or engaged by the Contractor or acting on behalf of the Contractor (whether with or without the knowledge of the Contractor), or
- (c) in relation to any agreement with the Authority, the Contractor or persons employed by the Contractor or acting on behalf of the Contractor shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916, or the Bribery Act 2010, or have given any fee or reward, the receipt of which is an offence under any legislation pertaining to local authorities, or
- (d) the Contractor or its representative (whether with or without the knowledge of the Contractor) shall have practised collusion in tendering for this Agreement or any other contract with the Authority or shall have employed illegal practices either in obtaining or executing this Agreement or any other contract with the Authority.

9. LIMITATION OF LIABILITY

No liability will lie against the Authority for any loss, damage, or injury howsoever incurred as a result of the Contractor's performance of this Agreement by way of the means detailed in any documentation submitted by or to the Authority as required or otherwise authorised by this Agreement. Where consent or approval is referred to it is taken to be prior written consent and no claim shall lie against the Authority in respect of any delay in processing or refusing to grant such consent. Further, no claims shall be made against the Authority in respect of any actions taken by the Contractor following upon the grant of such consent or approval.

10. SUGGESTED LEVELS FOR BOTH LIABILITIES -

Low or medium risk contract + low value £5,000,000.

High risk contracts + high value £10,000,000

CURRENT LEVELS OF STATUTORY REQUIREMENT FOR EMPLOYERS LIABILITY IS £5,000,000 January 2012

CERTAIN CONTRACTS MAY REQUIRE ADDITIONAL CONSIDERATION - MOTOR INSURANCE FOR CONTRACT STAFF, BUILDINGS INSURANCE ETC

10. INDEMNITY AND INSURANCES

- (a) The Contractor shall indemnify the Authority and keep the Authority fully and effectively indemnified against any loss of or damage to any property or injury to or death of any person caused by any negligent act or omission or wilful misconduct of the Contractor or any of its employees assigned to the performance of the Services or any defect in the workmanship of the Contractor or any of its employees.
- (b) The Authority shall indemnify the Contractor and keep the Contractor fully and effectively indemnified against any loss of or damage to any property or injury to or death of any person caused by any negligent act or omission or wilful misconduct of the Authority, its employees, agents or sub-contractors.
- (c) The respective liability of the Contractor and the Authority under sub-clauses (a) and (b) above, shall be unlimited in respect of death or personal injury and in all other respects for each event or series of connected events shall not exceed [REDACTED] POUNDS (£ [REDACTED]) STERLING.
- (d) The Contractor shall maintain the following insurances—
 - (i) public liability insurance of not less than [REDACTED] POUNDS (£ [REDACTED]) STERLING for each individual event,
 - (ii) employer's liability insurance to comply with all relevant statutory requirements, and
- (e) The Contractor shall, whenever required, produce for inspection by any officer authorised by the Authority for that purpose, documentary evidence that all relevant insurances are properly maintained.

11. OBSERVANCE OF STATUTORY REQUIREMENTS

The Contractor shall comply with all statutory and other provisions to be observed and performed in connection with the performance of this Agreement and shall indemnify the Authority accordingly.

12. EQUAL OPPORTUNITIES

Throughout the duration of this Agreement, the Contractor shall at all times comply with the requirements of the Equality Act 2010 and all other related statutory and regulatory requirements and the Council's policies and procedures on equal opportunities, copies of which are available on request, and shall not treat any person or group of people less favourably than another on any ground. The obligations on the Contractor under this clause shall apply to any of their subcontractors.

13. CONFIDENTIALITY

The Contractor recognises that under this Agreement it may receive confidential or proprietary information of the Authority. The Contractor agrees not to divulge such information to any person, except to its own Staff and then only to those Staff who need to know the same for the performance of the Services, without the Authority's prior written consent. Further, the Contractor shall prevent disclosure or access by any third party other than in accordance with Condition 15 below. The Contractor shall ensure that its Staff are aware of and are complying with the provisions of this Condition. This obligation will survive the termination of this Agreement.

14.

WHERE THERE IS TO BE DATA SHARING CONSIDERATION SHOULD BE GIVEN AT THE ITT STAGE FOR THE CREATION OF A SHARING AGREEMENT THAT CAN BE (OR MAY ALREADY BE) PUT IN PLACE TO MEET THE REQUIREMENTS OF THE DATA PROTECTION ACT.

14. DATA PROTECTION

The Authority and the Contractor hereby agree to ensure that they will at all times comply with the provisions and obligations imposed by the Data Protection Act 1998 and the data protection principles contained in Schedule 1 of that Act in processing personal data. In processing personal data on behalf of the Authority, the Contractor shall comply with the said data protection principles, act at all times in accordance with the instructions of the Authority as data controller and generally do nothing to compromise the Authority's compliance with its obligations as data controller. Both parties agree to indemnify each other in respect of any unauthorised disclosure or other processing of personal data.

15. FREEDOM OF INFORMATION & RECORD MANAGEMENT

The Contractor and Council are bound by the provisions of the Public Records (Scotland) Act 2011 which outlines the management of records in accordance with the Council's approved Record Management Plan (RMP).

The Contractor shall assist the Authority, at no additional charge, in meeting any reasonable requests for information in relation to this Agreement, or the Services to be

provided hereunder, which are made to the Authority in connection with the Freedom of Information (Scotland) Act 2002 or any statutory modification or re-enactment thereof or any related guidelines or codes of practice. The Authority may, from time to time, serve on the Contractor an information notice requiring the Contractor within such time and in such form as specified in the information notice to furnish to the Authority such information as the Authority may reasonably require relating to such requests for information. The Contractor acknowledges that in responding to such requests for information, the Authority shall be entitled to provide information relating to this Agreement or the Services to be provided hereunder.

16. SOME CONTRACT MAY REQUIRE ADDITIONAL CONSIDERATION WHERE THERE WILL DEFINITELY BE A TRANSFER OF EMPLOYEES. ADDITIONAL CONDITIONS MAY BE REQUIRED TO CLARIFY RESPONSIBILITIES IN THIS AREA - SEE SEPARATE GUIDANCE.

IT MAY ALSO BE APPROPRIATE TO REFER THE ITT TO LEGAL SERVICES PRIOR TO PUBLISHING TO ENSURE THAT ALL RISKS AND ISSUES ARE COVERED.

16. PROVISION OF INFORMATION

- (a)** If requested to do so by the Authority, the Contractor shall provide to the Authority, within thirty days of receiving such request, any and all relevant information to permit the Authority to prepare the necessary documentation in respect of any subsequent tendering or re-tendering of the Services. The information required shall be sufficient to enable the Authority to meet its legal obligations and to obtain the best value for money reasonably obtainable in a tendering exercise. For the avoidance of doubt, this obligation shall extend to all workforce information necessary to enable the Authority to comply with its duties under the Transfer of Undertakings (Protection of Employment) Regulations 2006 and any subsequent amendments or re-enactments.
- (b)** Information provided by the Contractor pursuant to sub-condition (a) above shall be at no cost to the Authority.

17. ASSISTANCE IN LEGAL PROCEEDINGS

If requested to do so by Authority officers, the Contractor shall use reasonable endeavours to co-operate with the Authority (including but not limited to the provision of documentation and statements from employees) in connection with any third party legal proceedings, Ombudsman enquiries, inquiry, arbitration or court proceedings in which the Authority may become involved, or any relevant disciplinary hearing internal to the Authority, arising out or in connection with of the provision of the Services or the Contractor's presence on Authority premises, and the Contractor shall give evidence in such enquiries, arbitrations, proceedings or hearings.

18. ADVERTISING AND PUBLICITY

The Contractor shall not, without the prior written consent of the Authority:

- (a) advertise nor publicly announce that it is undertaking or has undertaken work for the Authority and this shall continue in force notwithstanding the termination of this Agreement; or
- (b) Issue details of the contract or the services under the contract to the press and media.

19. INTELLECTUAL PROPERTY RIGHTS

Copyright in any written, photographic, electronic and any other media, plans, drawings, surveys and data produced as a result of this Agreement ("Contract Material") will be the property of the Authority and will not be reproduced, in whole or in part without the Authority's consent. The Authority shall be entitled to use Contract Material in any way it sees fit. The Contractor shall not be entitled to receive any additional payment in respect of such use.

20. FORCE MAJEURE

- (a) In the event of an Act of God or Force Majeure (which shall include acts of government, fire, tempest, acts of war and related matters, which are both beyond the control of the Contractor and are such that the Contractor with the application of all due diligence and foresight could not prevent) which causes the cessation of or substantial interference with the performance of the Services, the duty of the Contractor to perform the Services shall be suspended until such circumstances have ceased. The Authority shall not be liable to make any payment to the Contractor in respect of such suspension and any such sum already paid in respect of any part of the Services not yet performed shall be held to the credit of the Authority and returned to the Authority.
- (b) For the avoidance of doubt, it is hereby expressly agreed that industrial relations difficulties, and failure to provide adequate premises, equipment, materials, consumables and/or staff or similar matters are not to be considered as events of Force Majeure or Acts of God.
- (c) If the period of suspension under sub-condition (a) above lasts for longer than one month, the Authority may serve upon the Contractor one month's written notice of termination of the Agreement. Unless the Services have been resumed before the expiration of such notice, the Agreement shall terminate in accordance with the notice.

21. VARIATIONS

The Authority and the Contractor, may agree to vary the terms of Parts One and Two of this Agreement provided that:

- a) any such variation is recorded in writing by both parties and that:
- b) the Contractor and the Authority shall continue to perform their obligations under the Contract during the period of discussions and negotiations.

22. DISPUTE RESOLUTION

Any dispute or difference arising between the parties in relation to the provisions of this Agreement will be determined by an expert to be agreed between the parties. Failing Agreement, either party may apply to the Sheriff Principal of Grampian, Highlands and Islands for the appointment of such an expert. Notwithstanding the method of appointment of the expert, it shall be an express condition of appointment that any decision shall be issued within fourteen days of a joint statement by both parties, such parties being obliged to act reasonably and expeditiously in the preparation of such statement. Any decision issued by such an expert shall be binding on both parties except in the event of a manifest error in fact or in law. Both parties shall bear the costs of appointing the expert equally or, alternatively, the expert may, in certain circumstances, determine that one or other party bears a higher proportion of the costs.

23. ENTIRE AGREEMENT

This Agreement, including the Schedule attached, constitutes the entire Agreement between the parties. No variation of these terms will be valid unless confirmed in writing by authorised signatories of both parties on or after the date of this Agreement.

24. SEVERABILITY

In the event that any of the terms or provisions of this Agreement shall become invalid, illegal, or unenforceable, the remainder shall survive unaffected.

25. WAIVER

Failure or neglect by either party to enforce at any time any of the provisions of this Agreement shall not be construed nor shall be deemed to be a waiver of that party's rights hereunder nor shall in any way affect the validity of the whole or any part of this Agreement nor prejudice that party's rights to take subsequent action.

26. ASSIGNATION AND SUB-CONTRACTING

The Contractor shall not assign, sub-contract nor otherwise transfer this Agreement or

any of its rights or obligations under this Agreement whether in whole or in part without the prior written consent of the Authority.

27. NOTICES

All notices which are required to be given hereunder shall be in writing and shall be sent to the address of the recipient set out below or such other address as the recipient may designate by notice given in accordance with the provisions of this Clause. Any such notice may be delivered personally by hand, or by first class recorded delivery pre-paid letter, telex or facsimile transmission and shall be deemed to have been served, if by hand when delivered, if by first class recorded delivery forty-eight hours after posting and if by telex or facsimile transmission when dispatched.

Moray Authority:

INSERT ADDRESS HERE

Fax No:

[Contractor's Name]: [Contractor's contact details]

28. LAW OF SCOTLAND

This Agreement shall be governed by and interpreted and construed in accordance with Scots Law. The Scottish Courts shall have exclusive jurisdiction to settle any disputes (including claims for set-off and counter claims) which may arise in connection with the validity, effect, interpretation, or performance of the legal relationship established by this Agreement or otherwise arising in accordance with this Agreement.

IN WITNESS WHEREOF these presents typewritten on this and the (*) preceding pages, together with the Schedule annexed are executed as follows -

They are signed for and on behalf of Moray Authority in the presence of a witness at Elgin by: -

Signed _____
(Proper Officer)

Name _____

Position _____

Address _____

Date _____

Signed _____
(Witness)

Name _____

Date _____

They are signed for and on behalf of (*) in the presence of a witness at _____ by: -

Signed _____
(Director/Company Secretary/Authorised Signatory)

Name _____

Position _____

Address _____

Date _____

Signed _____ Name _____
(Witness)

Date _____

THIS IS THE SCHEDULE REFERRED TO IN THE FOREGOING MINUTE OF AGREEMENT BETWEEN MORAY AUTHORITY AND (*) WHICH SCHEDULE SHALL FORM PART OF THE CONTRACT DOCUMENTS.

PART ONE

SPECIFICATION

The Contractor shall provide the following Services to the Authority:-

(TO BE ATTACHED ON CONTRACT AWARD)

PART TWO

CONTRACTOR'S RESPONSE (including pricing schedule)

(TO BE ATTACHED ON CONTRACT AWARD)