

Full Terms and Conditions

AGREEMENT

For the provision of administrative, professional and/or technical services by the Council to the Purchaser

The Council will provide such Services to the Purchaser on the terms and conditions set out in this Agreement.

NOW IT IS AGREED as follows:

1 Definitions and Interpretation

1.1 In this Agreement and in the Background unless the context otherwise requires the following terms shall have the meanings given to them below:

Addendum an addendum which has been agreed by the parties pursuant to clause 2 and **Addenda** shall be construed accordingly.

Agreement this agreement between the Council and the purchaser constituting of these conditions of contract, the Specification and any Addenda added

Claims all demands, claims, proceedings, penalties, fines and liability (whether criminal or civil, in contract, tort or otherwise).

Confidential Information information that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) and may include information whose disclosure would, or would be likely to, prejudice the commercial interests of any person, trade secrets, intellectual property rights and know-how of either Party and all personal data and sensitive personal data within the meaning of the Data Protection Act 1998.

Council Related Parties an officer, agent, contractor, employee or sub-contractor (of any tier) of Hertfordshire County Council acting in the course of his office or employment or appointment (as appropriate) and **Council Related Party** shall be construed accordingly.

Council's Representative has the meaning given to it in the Specification.

Commencement Date has the meaning given to it in the Specification.

DPA the Data Protection Act 1998.

Environmental Information Regulations the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such

regulations.

European Economic Area	from time to time the European Economic Area as created by The Agreement on the European Economic Area 1992 or any successor or replacement body, association, entity or organisation which has assumed either or both the function and responsibilities of the European Economic Area.
Exempt Information	means any information or class of information (including but not limited to any document, report, contract or other material containing information) relating to this Agreement or otherwise relating to the Purchaser, which potentially falls within an exemption to FOIA or the Environmental Information Regulations (as set out therein).
Expiry Date	has the meaning given to it in the Specification.
Fees	such amount or amounts as are set out in the Specification and Fee shall be construed accordingly.
FOIA	the Freedom of Information Act 2000 and any subordinate legislation (as defined in Section 84 of the Freedom of Information Act 2000) made under the Freedom of Information Act 2000 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 Act.
Losses	shall mean all losses including without limitation financial losses, damages, liabilities, costs and other expenses (including legal and other professional charges and expenses) of any nature whatsoever whether arising under statute, contract or at common law, or in connection with judgments, proceedings, internal costs or demands.
Party	means a party to this Agreement and Parties shall be construed accordingly.
Personal Data	personal data as defined in the DPA which is supplied to the Council by the Purchaser or Purchaser Related Party or obtained by the Council in the course of performing the Service.

Prohibited Act

- (a) offering, giving or agreeing to give to any servant of the Council any gift or consideration of any kind as an inducement or reward:
 - (i) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other contract with the Council; or
 - (ii) for showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Council;
- (b) entering into this Agreement or any other contract with the Council in connection with which commission has been paid or has been agreed to be paid by the Purchaser or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Council;
- (c) committing any offence:
 - (i) under the Prevention of Corruption Acts 1889-1916;
 - (ii) under any legislation creating offences in respect of fraudulent acts; or
 - (iii) at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the Council; or
 - (iv) The Bribery Act 2010
- (d) defrauding or attempting to defraud or conspiring to defraud the Council.

Reports

means all reports, documentation, presentations, software or drawings in whatever format that the Council shall or may create or deliver to the Purchaser as part of the Service.

Purchaser

means organisation or person (s) purchasing the product/service

Service		means those service to be provided in accordance with this Agreement and the Specification and Services shall be construed accordingly.
Specification		means the specification to be attached by the Council to the 'request for quote' section of the eMarket
Purchaser Related Parties		an officer, agent, contractor, employee or sub-contractor (of any tier) of the purchasing organisation and/or any related organisation acting in the course of his office or employment or appointment (as appropriate) and Purchaser Related Party shall be construed accordingly.
Purchaser's Representative		has the meaning given to it in the Specification
VAT		means value added tax charged under the Value Added Tax Act 1994 or any similar tax from time to time replacing it or performing a similar fiscal function.

- 1.2 In this Agreement except where the context otherwise requires:
- 1.2.1 the masculine includes the feminine and vice-versa;
 - 1.2.2 the singular includes the plural and vice versa;
 - 1.2.3 a reference to any clause, sub-clause, paragraph, schedule, recital or annex is, except where expressly stated to the contrary, a reference to such clause, sub-clause, paragraph, schedule, recital or annex of and to this Agreement;
 - 1.2.4 save where stated to the contrary, any reference to this Agreement or to any other document shall include any permitted variation, amendment, supplement, substitution, novation or assignment to such document from time to time;
 - 1.2.5 headings are for convenience of reference only and are not to be taken into account in the construction or interpretation of the clause to which they refer;
 - 1.2.6 any reference to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument as amended, replaced, consolidated or re-enacted;
 - 1.2.7 a reference to a person includes firms, partnerships and corporations and their successors and permitted assignees or transferees;
 - 1.2.8 words preceding "include", "includes", "including" and "included" shall be construed without limitation by the words which follow those words;
 - 1.2.9 any obligation on a Party to do any act matter or thing includes, unless expressly stated otherwise, an obligation to procure that it is done;
 - 1.2.10 subject to any express provisions of this Agreement to the contrary, the

obligations of either Party are to be performed at that Party's own cost and expense;

- 1.2.11 any obligation on any Party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done.
- 1.2.12 in the event of any inconsistency between the provisions of the body of this Agreement and the Specification, the Specification shall take precedence unless stated otherwise.
- 1.2.13 the Addenda to this Agreement form part of this Agreement.
- 1.2.14 references to a public organisation (other than the Council) shall be deemed to include a reference to any successor to such public organisation or any organisation or entity which has taken over either or both the functions and responsibilities of such public organisation. References to other persons (other than the Council) shall include their successors and assignees.

2 Specification of Service

- 2.1 In consideration of the Fees, the Council shall provide the Service to the purchaser, subject to the provision of this Agreement and the Specification.
- 2.2 The Specification may be amended, varied, added to, from time to time, in writing and agreed by both Parties. Any changes shall be clearly identified, together with (where applicable) the additional or different level of Fees to be paid by the purchaser

3 Duration of this Agreement

This Agreement and the rights and obligations of the Parties shall take effect on the Commencement Date and (subject to the provisions for termination set out in this Agreement) shall continue until the Expiry Date. The Parties may extend this Agreement by mutual agreement.

4 Performance of the Service

- 4.1 The Council shall use reasonable endeavours to provide the Service in accordance with the estimate or timeline agreed by the Parties in the Specification or such other date or timeframe as agreed between the Parties.
- 4.2 Time shall not be of the essence:
 - 4.2.1 for any times for when the Service is to be performed, whether given or agreed to by the Council; or
 - 4.2.2 for the length of time that the Service is to take, whether specified in the Specification or otherwise; or

5 Fee and payment

- 5.1 The purchaser shall pay the Fees for the Service in accordance with this Agreement and the Specification. In the event of any inconsistency in relation to the Fees between this Agreement and the Specification, the Specification shall take precedence.

- 5.2 Payment of the Fees for the Service shall be made by direct debit within thirty (30) days of the date of invoice or (if different) as specified in the Specification.
- 5.3 All amounts stated are exclusive of VAT and/or any other applicable taxes or levy, which shall be charged in addition at the rate in force at the date any payment is required from the Purchaser.
- 5.4 If payment of any Fee is not received by any due date, the Council shall be entitled (without prejudice to any other right or remedy):
- 5.4.1 to charge interest on the outstanding amount at the rate of two per cent (2%) per annum above the base lending rate of Bank of England, accruing daily;
 - 5.4.2 to require that the purchaser make a payment in advance of any Service or part of the Service not yet supplied which shall be paid within 10 days of such demand (or if different) as specified in the Specification;
 - 5.4.3 not to provide any further Service or part of the Service; and/or
 - 5.4.4 not to provide any Reports due on completion of the Service (until such payment is made).
- 5.4 All payments shall quote the Council's invoice number and other reference numbers (including where applicable) the Addendum/Specification reference number.
- 5.5 Subject to any alternative calculation basis set out in the Specification:
- 5.5.1 for Fees calculated on a daily rate: **day** shall mean a period of 7 hours 24 minutes inclusive of travel time both to and from the location where the Service are to be provided. Time spent in excess of that period shall be charged at the pro-rated rate for a day; and
 - 5.5.2 for Fees calculated by reference to an hourly rate: for time spent which is less than a complete hour, the purchaser shall be charged on a pro-rated basis for the time spent.

6 The Purchaser's obligations

- 6.1 The Purchaser acknowledges and agrees that for the Council to be able to provide the Service the purchaser shall:
- 6.1.1 comply with the Specification and co-operate with the Council as the Council reasonably requires;
 - 6.1.2 provide to the Council such information and documentation as the Council reasonably requires in a timely manner;
 - 6.1.3 make available to the Council the facilities, resources, working space and other material as specified in the Specification and/or as the Council reasonably requires from time to time; and
 - 6.1.4 instruct the purchaser's staff and agents to co-operate and assist the Council to facilitate provision of the Services.

- 6.2 The Council may charge the purchaser for any additional reasonable costs and expenses incurred by the Council caused by the purchaser's instructions, failure to provide instructions or failure to comply with Clause 6.1.

7 Reporting requirements

- 7.1 The Specification shall specify any Reports that are to be produced during or on completion of the Service.
- 7.2 Where required in the Specification to provide Reports, the Council shall supply one copy of the Reports to the purchaser. The Council grants to the purchaser a non-exclusive licence (without the right to sub-licence) to use the Reports for purposes linked to the purchaser's purposes. The Council shall own all copyright, database and other intellectual property rights in the Reports and shall be entitled in discharging its wider role to draw upon the information and experience obtained during the course of providing the Service, subject to any such information not being attributed to the Purchaser or the Academy if so used.

8 Confidential information, Freedom of Information and Data Protection

Confidential Information

- 8.1 The Parties shall keep confidential all Confidential Information received by one Party from the other Party relating to this Agreement, the Addenda and the Service. The Parties shall inform their officers, employees and agents of such obligation and use all reasonable endeavours to prevent their officers, employees and agents from making any disclosure to any person of any such Confidential Information. The Parties shall only use the Confidential Information for the purpose of performing their obligations under this Agreement.
- 8.2 The obligations of Clause 8.1 shall not apply to:
- 8.2.1 any disclosure of information which is already lawfully in the possession of the receiving party, prior to its disclosure by the disclosing party;
 - 8.2.2 any disclosure of information that is reasonably required by any persons engaged in the performance of their obligations under this Agreement for the performance of those obligations;
 - 8.2.3 any information which a Party can demonstrate is already or becomes generally available and in the public domain otherwise than as a result of a breach of this clause 8;
 - 8.2.4 any disclosure to enable a determination to be made under any dispute resolution procedure or in connection with a dispute between a Party and any of its sub-contractors;
 - 8.2.5 was developed by a Party (or on its behalf) who had no direct access to or use or knowledge of the Confidential Information;
 - 8.2.6 is required to be disclosed by any legislation (including statutory orders and guidance) or by order of a court of competent jurisdiction or by decision of

the Information Commissioner or Local Government Ombudsman; or

- 8.2.7 any disclosure of information to a Party's insurers, insurance advisers or professional advisers.

8.3 **Freedom of Information**

8.3.1 The Purchaser acknowledges and agrees that the Council is subject to legal duties under FOIA and the Environmental Information Regulations (the **Acts**), which may require the Council to disclose on request information relating to this Agreement or otherwise relating to the Purchaser.

8.3.2 The Purchaser acknowledges and agrees that the Council is required by law to consider each and every request made under the Acts for information.

8.3.3 The Purchaser acknowledges and agrees that all decisions made by the Council pursuant to a request under the Acts is solely a matter for and at the discretion of the Council.

8.3.4 Notwithstanding anything in this Agreement to the contrary (including without limitation any obligations of confidentiality), the Council shall be entitled to disclose information in whatever form pursuant to a request made under the Acts, save that in relation to any information that is Exempt Information the Council shall use reasonable endeavours (but shall not be obliged) to consult the Purchaser and shall not:

- a) confirm or deny that information is held by the Council; or
- b) disclose information requested.

to the extent that in the Council's opinion the information is eligible in the circumstances for an exemption and therefore the Council may lawfully refrain from doing either of the things described in clauses (a) and (b) of this clause 8.3.4.

8.3.5 In relation to information relating to the Purchaser or the Agreement which the Purchaser requests should be exempt under the Acts the Purchaser shall indemnify the Council for any and all costs (including legal fees) incurred by the Council in:

- a) assessing the application of any exemption under the Acts; and/or
- b) responding to any notice under the Acts; and/or
- c) Lodging any appeal against a decision of the Information Commissioner in relation to disclosure.

where such costs are incurred pursuant to efforts by the Council to withhold Exempt Information.

- 8.3.6 The Council shall in no event be liable for any loss, damage, harm or detriment, howsoever caused, arising from or in connection with the disclosure under the Acts of any Exempt Information or other information whether relating to this Agreement or otherwise relating to the Purchaser.
- 8.3.7 The Purchaser shall assist the Council as reasonably necessary to enable the Council to comply with its obligations under the Acts.

8.4 **Data Protection**

General

- 8.4.1 In relation to all Personal Data, the Council shall at all times comply with the DPA as a data controller if necessary, including maintaining a valid and up to date registration or notification under the DPA covering the data processing to be performed in connection with the Service.
- 8.4.2 The Council shall only undertake processing of Personal Data reasonably required in connection with the Service and shall not transfer any Personal Data to any country or territory outside the European Economic Area.

No Disclosure

- 8.4.3 The Council shall not disclose Personal Data to any third parties other than:
- (a) to its officers, agents, employees and sub-contractors to whom such disclosure is reasonably necessary in order for the Council to carry out the Service; or
 - (b) to the extent required under a court order,
- provided that disclosure under clause 8.4.3(a) is made subject to written terms substantially the same as, and no less stringent than, the terms contained in this clause 8.4.3 and that the Council shall give notice in writing to the Purchaser of any disclosure of Personal Data which either the Council or a sub-contractor is required to make under clause 8.4.3(b) immediately upon becoming aware of such a requirement.
- 8.4.4 The Council shall bring into effect and maintain all technical and organisational measures to prevent unauthorised or unlawful processing of Personal Data and accidental loss or destruction of, or damage to, Personal Data including to take reasonable steps to ensure the reliability of staff having access to the Personal Data.
- 8.4.5 The Council shall indemnify and keep indemnified the Purchaser against all

direct Losses incurred by it in respect of any breach of this clause 8.4 by the Council and/or any act or omission of any sub-contractor which causes the Council to be in breach of this clause 8.4.

- 8.4.6 The Purchaser shall indemnify and keep indemnified the Council against all direct Losses incurred by it in respect of any act or omission of the Purchaser or any Purchaser Related Party which causes the Council to be in breach of this clause 8.4.

General

- 8.5 This Clause 8 shall survive expiry and/or termination of this Agreement.
- 8.6 Notwithstanding any other term of this Contract, the Purchaser hereby gives its consent for the Council to publish this Contract and its Schedules in its entirety, including from time to time agreed changes to the Contract, to the general public in whatever form the Council deems fit
- 8.7 The Council may consult with the Purchaser to inform its decision regarding any redactions but the Council shall have the final decision in its absolute discretion.
- 8.8 The Purchaser shall assist and cooperate with the Council to enable the Council to publish this Contract.

9 Warranties, liability and indemnities

- 9.1 The Council warrants that it will use reasonable care and skill in performing the Service.
- 9.2 The Council expressly does not warrant that any result or objective whether stated in this Agreement or not shall be achieved, be achievable or be attained at all or by a given completion date or any other date.
- 9.3 Except in the case of death or personal injury caused by the Council's negligence, the Council's liability under or in connection with any Service provided pursuant to this Agreement whether arising in contract, tort, negligence, breach of statutory duty or otherwise, shall not exceed the Fees paid to the Council under this Agreement in relation to the Service.
- 9.4 Neither Party shall be liable to the other Party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other Party of an indirect or consequential nature including without limitation any economic loss or other loss of turnover, profits, business or goodwill.
- 9.5 The Purchaser shall indemnify and hold harmless the Council from and against all Claims and Losses arising from loss, damage, liability, injury to the Council employees and third parties, infringement of third party intellectual property, or causation of third party losses by reason of or arising out of any information supplied by the Purchaser to the Council, its employees or consultants pursuant to this Agreement.
- 9.6 Each of the Parties acknowledges that, in entering into this Agreement, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this Agreement and any conditions, warranties or other terms

implied by statute or common law are excluded from this Agreement to the fullest extent permitted by law. Nothing in this Agreement excludes liability for fraud

9.7 The Council shall maintain appropriate levels of insurance as required by law in providing the Services

10 Expiry and Termination

10.1 Without prejudice to any other remedies or rights under this Agreement, either Party may terminate this Agreement **on three (3) month's prior written notice.**

10.2 Without prejudice to any other remedies or rights under this Agreement, either Party may terminate this Agreement at any time by written notice to the other Party (the **Other Party**) on the date specified in the notice:

10.2.1 if the Other Party is in material breach of its obligations under this Agreement and where a breach is capable of remedy, that breach is not remedied by the Other Party following receipt of a notice which specifies the breach and requiring the breach to be remedied within a specified timeframe; or

10.2.2 if:

- (a) the other Party becomes insolvent; or
- (b) an order is made or a resolution is passed for the winding up of the Other Party (other than voluntarily for the purpose of solvent amalgamation or re-construction); or
- (c) an administration order is made; or
- (d) an administrator, administrative receiver, receiver or receiver manager is appointed in respect of the whole or any part of the Other Party's assets or business or possession is taken by or on behalf of any creditor of any property that is the subject of a charge; or
- (e) any voluntary arrangement is made for a composition of debts or a scheme of arrangement is approved under the Insolvency Act 1986 or the Companies Act 2006 in respect of the Other Party or the Other Party takes or suffers any similar or analogous action in consequence of debt.
- (f) the other Party breaches the provisions of the Bribery Act 2010

11 Force Majeure

Neither Party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of that Party. The Party affected by

such circumstances shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. As soon as practicable following such notification of delay or failure in performance, the Parties shall consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the relevant circumstances facilitate the continued performance of this Agreement. If such circumstances continue for a continuous period of more than six (6) months, either Party may terminate this Agreement by giving thirty (30) days written notice to the other Party.

12 Continuing Obligations

Save as otherwise expressly provided in this Agreement:

- 12.1 termination of this Agreement shall be without prejudice to any accrued rights or obligations under this Agreement as at the date of termination; and
- 12.2 termination of this Agreement shall not affect the continuing rights and obligations of the Council and the Purchaser under clause 3.2 (*Duration of this Agreement*), Clause 8 (*Confidential Information, Freedom of Information and Data Protection*), Clause 10 (*Expiry and Termination*), 24 (*Notices*), 25 (*Law and jurisdiction*), 26 (*Third parties*) or under any other provision of this Agreement which is expressed to survive termination or which is required to give effect to such termination or the consequences of such termination.

13 Amendments and Addenda

This Agreement may only be amended in writing signed by duly authorised representatives of the Parties using the form of Addendum.

14 Assignment

Neither Party may assign, delegate, sub-contract, mortgage, charge or otherwise transfer any or all of its rights and obligations under this Agreement without the prior written agreement of the other Party provided that the Council may however assign, subcontract or delegate all of its rights and obligations under this Agreement to any person to which it transfers, subcontracts or delegates any part of its functions or responsibilities provided that such person undertakes in writing to the Purchaser to be bound by the obligations of the Council under this Agreement.

15 Responsibility for Related Parties

Subject to the provisions of this Agreement, the Purchaser shall be responsible as against the Council for the acts and omissions of the Purchaser Related Parties as if they were the acts and omissions of the Purchaser and the Council shall be responsible as against the Purchaser for the acts and omissions of the Council Related Parties as if they were the acts and omissions of the Council.

16 Dispute Resolution

The Parties agree to follow any dispute resolution procedure set out in the Specification where a dispute arises in relation to any aspect of the Service. Where those processes have been exhausted and no resolution has been reached, the Parties may escalate the matter to the Purchaser's Representative and the Council's Representative who shall consult in good faith in an attempt to come to an agreement

in relation to the disputed matter. Where the Parties are unable to agree the matter, the matter may be referred to a mutually agreed adjudicator or other person whose decision shall be final.

17 Corrupt Gifts and Fraud

17.1 The Purchaser warrants that in entering into this Agreement it has not committed any Prohibited Act.

17.2 If the Purchaser or any Purchaser Related Party (or anyone employed by or acting on behalf of any of them) or any of its or their agents or shareholders commits any Prohibited Act, then the Council shall be entitled to terminate this Agreement and recover from the Purchaser the amount of any Loss resulting from such termination.

18 Entire agreement

This Agreement contains the whole agreement between the parties in respect of the Service and supersedes and replaces any prior written or oral agreements, representations or understandings between them relating to such subject matter. The Parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement. Nothing in this Agreement excludes liability for fraud.

19 Waiver

No failure or delay by the Council in exercising any right, power or privilege under this Agreement shall impair the same or operate as a waiver of the same nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

20 Agency, partnership etc

20.1 This Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in this Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.

20.2 The Purchaser confirms that it has the capacity to enter into this Agreement in relation to any Service to be provided to the Academy.

21 Further assurance

Each Party to this Agreement shall at the request and expense of the other execute and do any deeds and other things reasonably necessary to carry out the provisions of this Agreement or to make it easier to enforce.

22 Severance

If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed

from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

23 Announcements

No Party shall issue or make any public announcement or disclose any information regarding this agreement unless prior to such public announcement or disclosure it furnishes the other Party with a copy of such announcement or information and obtains the approval of the other Party to its terms. However, no Party shall be prohibited from issuing or making any such public announcement or disclosing such information if it is necessary to do so to comply with any applicable law or the regulations of a recognised stock exchange.

24 Notices

Any notice to be given under this Agreement shall be in writing and shall be sent by first class mail or air mail, or by facsimile or e-mail (confirmed by first class mail or air mail), to the address of the relevant Party

24.2 Notices sent as above shall be deemed to have been received three (3) working days after the day of posting (in the case of inland first class mail), or seven (7) working days after the date of posting (in the case of air mail), or on the next working day after transmission

24.3 In proving the giving of a notice it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted, or that the applicable means of telecommunication was addressed and despatched and despatch of the transmission was confirmed and/or acknowledged as the case may be.

25 Law and jurisdiction

The validity, construction and performance of this Agreement shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

26 Third Parties

For the purposes of the Contracts (Rights of Third Parties) Act 1999 and notwithstanding any other provision of this Agreement this Agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

27 Counterparts

This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument.

28. VALUE ADDED TAX

28.1 Any consideration due in respect of taxable supplies under this Agreement is

exclusive of VAT.

- 28.2 If this Agreement or anything in it gives rise to a taxable supply for VAT purposes on the production of a valid VAT invoice the appropriate Party shall pay to the other a sum equal to that VAT in addition to the relevant consideration.
- 28.3 The appropriate Party shall provide to the other any information reasonably requested in relation to the amount of VAT chargeable in accordance with this Agreement.
- 28.4 A VAT invoice will not be valid for the purposes of charging VAT if more than forty-eight (48) Months have elapsed since the time of supply.
- 28.5 It is agreed that neither Party shall be liable for any penalties or interest arising from the accounting nor the failure of the other to account to HM Revenue and Customs at the correct time for any VAT correctly due in relation to the consideration referred to in this clause 28.

By agreeing to buy the relevant service the purchaser AGREES to enter the contract as set out above.

This Agreement is applicable only for services directly provided by the Council and not for any third party services such as Herts For Learning. Please contact such parties directly to see their terms and conditions.