



**Service Level Agreement / Contract:
CLF**

1. Introduction

1.1 This Service Level Agreement (this "Agreement") is made:-

Date:

BETWEEN

**Luton Council
Town Hall
Luton
LU1 2BQ

(the "Council")**

AND

(the "Provider")

1.2 The Provider agrees to deliver the activity (the "Project") in accordance with the terms and conditions in this Agreement and its Appendices in return for funding from the Council. The associated Appendices are as follows:-

- Appendix 1: Branding & Marketing Guidelines.
- Appendix 2: Subcontracting Policy 202-/2-
- Appendix 3: Targeting & Funding Profile
- Appendix 4: Project Personnel Declaration
- Appendix 5: Health & Safety Questionnaire
- Appendix 6: Evaluation Report Template

This Agreement shall commence on -- and terminate on 31st July 202-.

2. The Aims of this Agreement

2.1 The Provider will be able to:-

- understand what is expected of it;
- plan provision effectively and deliver the Project in line to agreed schedules;
- meet the quality standards expected in the delivery of the Project as outlined in this Agreement or any of the attached appendices;
- support participants and enable them to meet and exceed their expectations; and
- provide the Council with feedback on identified needs for future development.

2.2 The Council will be able to:-

- make clear to the Provider what is expected of it;
- use resources allocated effectively and efficiently;
- demonstrate achievement of the objectives agreed in the Project; and
- monitor the delivery of the Project effectively.

2.3 ACTIVITY

The Council agrees to:-

- work in co-operation with its partners to provide infrastructure and learning opportunities for adults across the Borough of Luton and beyond
- provide support for co-ordination and future development of the wider partnership
- set up a Steering Group to provide networking and linking opportunities and to share good practice, training opportunities
- observe activity and feedback
- monitor and evaluate the quality of the delivery of the Project and progress against targets
- collect statistical data
- provide feedback
- in consultation with the Provider carry out a Risk Assessment in respect of the delivery of the Project
- a supportive environment for collaborative working
- impartial information and advice to help identify the outcomes and objectives for the Project or initiative

- full training and induction into the administration, financial and data reporting required
- personal support at the beginning of the contract for the Provider and its staff
- contact by telephone, email and in person from a dedicated member of the Council's Luton Adult Learning team
- encouragement to the Provider to progress and achieve and overcome any problems or difficulties in implementation
- prompt payments on receipt of an invoice with the correct quoted PO number, once course paperwork has been checked and verified by the Program Leader for your project.
- a review at the end of the Project to discuss achievements and identify learning points and lessons for future consideration and
- access to a complaints procedure to resolve any difficulties that may arise should the need arise. If the Provider has a complaint about the operation of this Agreement then it should contact the Council's Service Manager. The Council will endeavour to reply within ten (10) working days. Luton Adult Learning, 2nd Floor, Arndale House, The Mall, Luton, LU1 2LJ t: 01582 490033 | e: debbie.poole-hunt@luton.gov.uk

The Provider agrees to:-

- manage the Project for its duration
- deliver the agreed activity and submit evidence to keep the Provider's records up to date by providing the Council with a monthly return to help it monitor performance and prepare the Provider's payments
- provide such details as are requested by the Council of planned activities for inclusion in publicity materials including the Council's website
- work in co-operation with the Council and other lead partners to develop and promote learning through attending Steering Group meetings, which will be held on an agreed basis as determined by the contract requirements
- complete and return Health and Safety Questionnaire with this Agreement **see Appendix: 5 Health & Safety**
- provide evidence of public liability insurance, employer liability insurance and professional indemnity
- provide evidence of tutor qualifications for all tutors delivering on programme
- maintain and operate an internal quality assurance system
- meet agreed deadlines for submission of all evidence and required paperwork
- assist the Council in its monitoring process by providing statistical information as required
- implement Equal Opportunities, Health and Safety and Safeguarding legislation
- inform the Council as soon as possible of any slippage on the delivery of the Project
- gain learner feedback in respect of design and delivery of the programme and present to the Programme Leader as part of the on-going evaluation
- follow the Council's guidelines for carrying out the work

- provide a safe, respectful and welcoming learning experience for all learners
- deliver a high quality service, on time, on budget and to the satisfaction of the learner
- raise concerns promptly with the Provider's designated programme leader
- respond promptly to any request for information and

3. The project:

For the purposes of this Agreement the Project shall comprise of:

(Details of project)

The agreed project outputs:

Output 1 Engage ___ learners, to complete courses and produce all required evidence.

Output 2 Submit all required paperwork, project evaluation, and associated documentation as requested.

4. Public Liability Insurance: Information & Copies

The public liability and other insurance requirement:

Public Liability Insurance: £5 million

Employers Liability Insurance: £10 million

Professional Indemnity Insurance: £1 million

5. Additional Requirements

5.0 As part of the Council's sub-contracting requirements with the Education & Skills Funding Agency the Provider is required to conform with the following:

5.1 sub-contractors must comply with the Education & Skills Funding Agency Funding Rules –

<https://www.gov.uk/government/publications/adult-education-budget-aeb-funding-rules-2022-to-2023/adult-education-budget-aeb-funding-rules-2022-to-2023>

and any updates issued throughout the year
<https://www.gov.uk/government/collections/sfa-funding-rates>
and any relevant COVID-19 guidance issued.

5.1.2 the Provider must provide completed data as required by the terms of the contract and confirmed with the Programme Leader

5.1.3 the Provider will be required to give access to Education & Skills Funding Agency staff and any other person nominated access to premises and all documents relating to the funded provision.

5.1.4 the Provider will be required to give sufficient evidence to allow the Council to:

- assess the Provider's performance against Ofsted's Common Inspection Framework and from 1st September 2019 Ofsted's Education Inspection Framework (2019)
<https://www.gov.uk/government/collections/education-inspection-framework>
- incorporate the evidence provided into the Council's self-assessment report and
- guide the judgements and grades within the Council's self-assessment report.

5.2 The Provider must co-operate with the Council and its Luton Adult Learning team to ensure that there is continuity of learning should the sub-contract terminate for any reason

5.3 The Provider must tell the Council of any irregular financial or delivery activity that arises. Irregular activity could include, but is not limited to:

5.4.2 non-delivery of training when funds have been paid

5.4.3 sanctions imposed on the Provider by an awarding organisation

5.4.4 an inadequate Ofsted inspection grade

5.4.5 complaints or allegations by learners, people working for the Provider or other relevant parties and/or

5.4.5 allegations of fraud

5.4 The Provider is bound by and bound by European Social Fund (ESF) clauses from the funding rules and evidence requirements 2014-2020.

<https://www.gov.uk/government/publications/esf-funding-rules>

5.5 The Provider must not use this funding to make bids for or claims from any European funding

5.6 The Provider must not use payments made as match funding for ESF Co-Finance projects

5.7 The Provider must comply with the demands of Ofsted and the Common/Education Inspection Framework (EIF) and be prepared for inspection if required.

6. Document checklist

6.0 The following documents or copies must be provided to complete the contracting process:

Document	Complete	Attached
Public Liability Insurance		
Employers Liability Insurance		
Professional Indemnity		
Audited or published accounts (latest) or copy of last 3 months bank statements if accounts not available		
DBS checks (each staff member or volunteer)		
Safeguarding and Prevent Training certificates (must be renewed every two years)		
Teaching qualification certificates		
Health & Safety Questionnaire (see Appendix 4)		
Complaints Policy		
Data Security Policy		
Equality & Diversity Policy		
Health & Safety Policy		
Safeguarding/Prevent Policy		
Project Personnel Declaration (see Appendix 5)		
UK PRN		

7. Responsible Person & Contact Details

7.0 Responsible Person/Contact Details:

Luton Council:
Luton Adult Learning, 2nd Floor, Arndale House,
The Mall, Luton, LU1 2LJ

Tel: 01582 490033

Annette Barnby – Curriculum Team Manager annette.barnby@lutonac.ac.uk

Programme Leader: Amrita Ghosh amrita.ghosh@lutonac.ac.uk

8. Payments

- 8.1 Payments will be made on a learner achievement basis (as per Appendix 3: Targeting and Funding Profile) and on the receipt of an invoice quoting the PO number provided as per the agreed payment profile against actual delivery of agreed outputs.
- 8.2 Where actual delivery for the period exceeds the profile for the period, payments against delivery will be made as long as the overall performance does not exceed the total contract value. Invoices should reach the Council's Office situated at:-

Luton Adult Learning, 2nd Floor, Arndale House,
The Mall, Luton, LU1 2LJ

marked for the attention of: **Amrita Ghosh**

by the last working day of the period, which follows the period in which the work covered by the claim has been carried out. Invoices need to be dated the last day of the month to ensure payment by the twentieth (20th) of the following month.

- 8.3 All payments will be made via BACS and will be made by the twentieth (20th) of the month.
- 8.4 The Provider shall only claim for activities and services that are not funded from any other source and which are supported by valid and proper evidence.

See Appendix 3: Targeting & Funding Profile

- 8.5 The Provider must keep records of all its expenditure on the Project, and of any fees, costs or other payments made to staff, consultants or other workers.
- 8.6 The Provider will allow appropriate Council staff and auditors to inspect and, if required, take copies of the accounts relating to the expenditure of the funds. This is for the purposes of verifying that funding allocated under this Agreement has been used as specified within this Agreement.
- 8.8 Any irregularities discovered in the use of the funding allocation may lead to the Council demanding a full or partial repayment of the amounts already paid out under this Agreement. The Provider shall repay the Council within thirty (30) days of receiving a repayment request.
- 8.9 If the provider takes up a Luton Council funded place on the Level 3 Award in Education and Training qualification and their designated candidate withdraws or fails to complete the qualification, or should the provider fail to meet their agreed target number of learners or fail to deliver, the provider will reimburse Luton Council the full fee for the course. *(Providers are eligible for one place on the course if they achieve less than 15 learners and 2 places on the course if they achieve more than 15 learners)*

9 Quality Assurance

- 9.1 The Provider must also keep records (ILPs, tutor course booklets, case studies, etc) for all learners engaged on the Project. The Council may ask to see the Provider's records at any reasonable time.

- 9.2 The Provider will use only appropriately qualified tutors. The Council will carry out observations of Teaching, Learning and assessment, at initial guidance stage, assessment and delivery. Observations without notice can be carried out, however most observation will be carried out after 48 hours' notice.
- 9.3 The Council will carry out a quality assessment during the lifecycle of the Project. The Programme Leader will do this as part of the Project management role. The Council will give the Provider reasonable prior notice of any audit inspection.
- 9.4 All organisations are required to retain documents in accordance with Funders' Agreements. All documents will need to be retained until 31st December 2030.

10 Project Management & Communications

- 10.1 If the Provider sets up a management group to run the intervention and/or its activities, the Council reserves the right to send a representative to its meetings. The Provider must include the Council's designated Programme Leader in mailings and provide the Council with agendas, minutes and background papers for all such meetings according to the schedule agreed by the management group.
- 10.2 The Council will communicate in good time all decisions, policies and other requirements that have a bearing on the management of this action within the intervention. Any audit or other reports into the management of the intervention will be discussed with the Provider. No recommendations will be implemented without consultation.
- 10.3 Where there is significant slippage on the delivery of the Project such that overall delivery of outputs and outcomes could be compromised, the Council reserves the right to re-profile and amend the terms of this Agreement, or if that is not possible or agreeable, to terminate this Agreement with the Provider with immediate effect.
- 10.4 The Provider is required by the terms of this Agreement to have in operation a Business Continuity Plan to minimise disruption to the delivery of the Project. This will be assessed during the initial contract monitoring visit.

11 Access & Monitoring

- 11.1 The Council and its funding bodies will require access to premises and Project documentation as required and appropriate. The Council will give the Provider reasonable advance notice of proposed visits to the Provider.
- 11.2 The Council will carry out monitoring visits in order to view and assess the design, recruitment, management and delivery of any activity associated with the Project, including learner feedback. The Council also reserves the right to make spot checks as part of the monitoring regime.
- 11.3 The Provider will be required to make available all financial and learner records, including those of subcontractors used, and any other relevant documents and to keep this information in a form that will enable the Council's representative to identify them separately from any other project.

12 Under Performance & Re-Profiling

- 12.1 The Provider will be expected to deliver the outputs and outcomes as specified in **Appendix 3: Targeting & Funding Profile (TFP) in a timely manner.**

- 12.2 Where performance falls by twenty per cent (20%) or more below target within the first full reporting period or subsequent reporting periods this will be deemed as underperformance. The Provider will prepare an action plan outlining action that will be taken to rectify the situation within a timescale and manner agreeable to the Council.
- 12.3 If performance does not improve in line with the agreed action plan, the Council reserves the right to take further action including requiring the Provider to undertake more action to rectify the situation, re-profiling performance to take account of the underperformance to re-distribute outputs and outcomes within this Agreement, or terminating the Agreement.

13. Termination & Recovery

- 13.1 If the Council deems that underperformance may jeopardise delivery of this Agreement, the Council may remove outputs and funding from the Provider.
- 13.2 The Council may reduce or reclaim funding if the costs of the Project are lower than expected or if agreed targets are not achieved.
- 13.3 If the funding is not used for the purpose for which it was provided, the Council may recover from the Provider all or some of the funding already paid and the Council will make no further payment.
- 13.4 If a Provider experiences any irregularities in financial or delivery activity, the Council must be notified immediately in writing. Irregular activity could include, but is not limited to:-
- non-delivery of training when funds have been paid;
 - sanctions imposed on the Provider by an awarding organisation;
 - an inadequate Ofsted grade;
 - complaints or allegations by learners, people working for the Provider or other relevant parties;
 - allegations of fraud;
 - failure to comply with contractual requirements; and
 - failure to resolve any dispute, difference or question arising from this Agreement via procedures outlined in Clause 21
- 13.5 The Council may terminate this Agreement with immediate effect without notice and without any payment in lieu thereof and without prejudice to any other rights or claims the Council may have against the Provider otherwise and shall be entitled to recover from the Provider all losses resulting from such termination if the Provider (either by itself or through any of its staff which for the purposes of this Agreement shall include the Provider's servants and agents and any other person properly acting on its behalf (including any volunteers and whether paid or unpaid) any volunteers acting on its behalf):-

- commits a serious or fundamental breach of its obligations under this Agreement; or
- has any Registration Certificate or Professional Competency cancelled or suspended or has its name removed from any relevant Register for any reason; or
- ceases trading for any reason or upon dissolution in any other circumstances; or
- offers any improper inducements or exerts unreasonable pressure upon any person including any Service User; or
- takes any financial advantage of its relationship with any person; or
- has been convicted of any offence that makes continuance of the delivery of the Project by the Provider inappropriate; or
- if continuance of this Agreement or the continued use of the Contractor is determined by the Council at its sole discretion to be detrimental to the reputation of the Council or the well-being of any learner or any other person or is otherwise deemed to bring the Council into disrepute; or
- repeatedly fails, after a reasonable period of notice has been given to effect a remedy, to comply with its obligations under this Agreement; or
- assigns its interest herein; or
- sub-contracts this Agreement.

13.6 In addition to and notwithstanding any other rights of termination contained in this Agreement either Party, whether or not the other Party shall be in default, may (without being obliged to give any reason) terminate this Agreement at any time by giving at least *one (1)* months' written notice to the other Party, although a shorter period of notice may be agreed by arrangement between the Parties.

14 Equal Opportunities, Health & Safety at Work

- 14.1 The Provider is required by the terms of this Agreement to have in operation policies for Health and Safety and Equal Opportunities. Where the Provider does not have these policies in operation the Provider can adopt the Council's policies or must develop policies of its own to the required standard.
- 14.2 The Provider shall comply with all relevant health and safety legislation, and shall take all reasonable steps to ensure that the Project is delivered in a safe, healthy and supportive environment, which meet the needs of learners.
- 14.3 The Provider shall have conducted a risk assessment of all venues to be used under the terms of this Agreement and will be able to evidence that they are free of risk and provide for the health, safety and welfare of learners in accordance with the legislation and regulations. Copies will be checked during Project Monitoring of the Project.
- 14.4 A Health & Safety Questionnaire must be completed for the Project, this will be completed during the initial contract monitoring meeting.

See Appendix 5: Health & Safety.

15 Safeguarding and Prevent Duty

- 15.1 The Council is committed to safeguarding vulnerable adults and young people who come into contact with its programmes, including through referrals, marketing or the provision of learning or other services. The broad definition of a vulnerable adult is 'a person who is eighteen (18) years of age or over, and who is or may be in need of community care services by reason of mental or other disability, age or illness and who is or may be unable to take care of him/herself, or unable to protect him/herself against significant harm or serious exploitation'. The Provider shall comply with all relevant safeguarding regulations and action must be taken to safeguard learners.
- 15.2 The Provider must ensure that all staff coming into contact with vulnerable adults or children whilst delivering on the programme must be DBS checked. Details of training, registrations and checks will be provided to the Council and that details of disclosure numbers are included in **Appendix 4: Project Personnel Declaration (PPD)**.
- 15.3 The Provider is required by the terms of this Agreement to have in operation a policy for Safeguarding. Where the Provider does not have this policy in operation the Provider can adopt the Council's policy or must develop a policy of its own to the required standard.
- 15.4 All partners have a duty to safeguard their learners; Prevent is about safeguarding learners to keep them both safe and within the law. The Prevent Duty is not about preventing learners from having political and religious views and concerns but about supporting them to use those concerns or act on them in non-extremist ways. Providers from across the sector will find resources here:-

<http://www.et-foundation.co.uk/news/further-support-available-to-help-providers-meet-their-prevent-duties/>

To support them in adopting the Prevent Duty.

The Provider's staff have a responsibility under the Prevent Duty to make sure that:-

- it has undertaken a Workshop to Raise Awareness of Prevent (WRAP). Where this has been delivered by a Provider other than the Council, the Home Office approval number of the trainer and the date of the training must be provided;
- it is aware of when it is appropriate to refer concerns about learners or colleagues to the Prevent officer, usually the Provider's safeguarding officer; and
- it exemplifies British values of "democracy, the rule of law, individual liberty and mutual respect and tolerance for those with different faiths and beliefs" into the Provider's practice.

See Appendix 4: Project Personnel Declaration (PPD).

16 Environment

- 16.1 The Council is committed to safeguarding the environment and requires the Provider to operate this Agreement with due regard to environmental issues. Use of resources, including equipment, lighting, heating, noise should be kept to recommended levels as stated by suppliers or in accordance with user guidance.

Where practicable waste should be avoided in the design and delivery of programme, recycling should be encouraged. Use of paper based products should be monitored (where necessary for teaching purposes the Provider will continue to make handouts and other materials available). Re-usable sources should be used wherever possible.

- 16.2 A positive environmental message should be incorporated and prominently displayed on literature used for the Project.
- 16.3 Any other person used by the Provider in connection with the delivery of the Project or any other services associated with the Project should where appropriate be advised as to this policy.

17 Confidentiality

- 17.1 All documents and information, whether paper or electronic based, relating to the Council or any of its associated companies, members or clients or projects shall be treated as confidential. Such documents and information shall not be used in any way except for the purposes for which they were made available and such documents or information shall not be disclosed by the Provider to any organisation or person except for the purposes for which they were made available, and shall not be disclosed by you or any other person without the prior written consent the Council.
- 17.2 The Provider must adhere to Data Protection Act 1998 & The GDPR 2018 when dealing with personal data of learners and staff engaged on the Project.
- 17.3 The Provider is required by the terms of this Agreement to have in operation a policy for Data Security. Where the Provider does not have this policy in operation the Provider can adopt the Council's policy or must develop a policy of its own to the required standard.

18. Learner Support, Health & Safety and Welfare

- 18.1 The Provider shall ensure that learners will go through an appropriate induction for their learning. Induction should cover but is not limited to: course/programme content and aims; Health and Safety including emergency procedures; Safeguarding and how learners report concerns, Equality, Diversity and inclusion; Data security and confidentiality.
- 18.2 The Provider shall ensure that learners receive ongoing support for the direction of their course so that they are given the best possible opportunity to achieve their potential.
- 18.3 The Provider shall ensure that learners undertake a review on completion of their course / programme. The review will reflect on achievements, allow feedback on the learning experience and include the provision of information on progression routes appropriate and available to the learner.

19. Management Information

- 19.1 The Provider will compile information and management records as required by the Council and will retain original invoices, management information and any other documents deemed necessary to verify the delivery of the Project.
- 19.2 The Provider will adopt the Council's guidance of recording data to be captured, for management information, learner assessment, progression and review, or as otherwise identified.
- 19.3 The Provider will co-operate with and provide information to the Council re arrangements that exist for learner health and safety, to enable the Council to review learner incidents.
- 19.4 The Council's office requires management information and an invoice by the last working day of each month.

20. Evaluation

- 20.1 The Provider will be expected to complete an evaluation report for the activity, which has been delivered under the funding, using the evaluation form provided. The data captured will be used to inform the Self Assessment Report and may be published on the Council's website or used in case studies or other publications, at the discretion of the Council.

See Appendix 6: Evaluation Report.

21 Complaints

- 20.1 The Provider will ensure that an adequate complaints policy is in place for its learners and available to them upon request. A copy of the policy should be submitted to the Council when returning this Agreement. Should the Provider not have a suitable policy in place the Council's policy should be adopted.

21 Liability

- 21.1 The Provider shall assume sole liability towards third parties, including liability loss or damage of any kind sustained by them while the Project is being carried out. The Provider shall discharge the Council of all liability associated with any claim or action brought against it in relation to activities covered by this Agreement.
- 21.2 The Provider shall ensure and evidence that it has public liability, employer liability and professional indemnity insurance cover with an insurer of good repute to cover claims to the amounts specified in this Agreement or any other claims or demands which may be brought or made against it by any person suffering an injury, damage or loss in connection with this Agreement.

22 Publicity & Marketing

- 22.1 The Council will have the right to reproduce any information supplied by the Provider under the terms of this Agreement. Any publicity or marketing material connected with the Project will be shown in advance to the Council for comment and approval.

- 22.2 Branding guidelines must be followed for communications e.g. leaflets, marketing etc as specified in the Project marketing guidance.

See Appendix 1: Branding & Marketing Guidelines.

23 Copyright

- 23.1 All intellectual property rights arising out of the work carried out by the Provider or any sub-contractor employed under this Agreement shall lie with the Provider. The Council is granted a perpetual royalty free licence to use the intellectual property rights and technical information and to reproduce, publish or use the results for any purpose.

24 Disposal of Assets and Change of Use

- 24.1 In respect of assets whose value in total exceeds One thousand Pounds (£1,000) the following provisions shall apply.
- 24.2 For the purposes of this Clause 20:-
- 24.2.1 'asset' shall mean any property, real or personal, tangible or intangible;
- 24.2.2. an asset shall be considered to have been financed by the Council if it has been acquired wholly or partly with funds provided by the Council and
- 24.2.3 the use of any asset shall be considered to have changed if the Provider uses it for any purpose other than for the delivery of the Project or connected with the provision thereof under this Agreement.
- 24.3 The Provider will inform the Council if it proposes to dispose of, or change the use of, any asset that has been financed by the Council.
- 24.4 Where the Provider disposes of the asset it shall pay to the Council either the amount of funding provided by the Council in respect of the asset or the net proceeds of any disposal of an asset, whichever is the greater.
- 24.5 In the event of the Provider being taken over, all assets financed by the Council, will become the property of the Council.
- 24.6 The provisions of this Clause shall apply during the lifecycle of this Agreement and for a period of up to three (3) years thereafter.

25 Dispute Resolution

- 25.1 Any dispute, difference or question arising from this Agreement shall be referred to the Programme Leader for discussion and review in order to resolve the matter.
- 25.2 In the event of the Programme Leader being unable to resolve the matter, the matter will be referred to the Council's Service Manager and the Providers' representative (the "Disputes Resolution Panel"). The Disputes Resolution Panel shall meet within fourteen (14) days of a matter being referred in order to review the position and use their best endeavours to resolve the issue.
- 25.3 In the event of the Disputes Resolution Panel failing to resolve the matter within twenty eight (28) days of the date of referral then any dispute arising out of or in

connection with this Agreement shall be referred to and finally resolved by arbitration and the provisions of the Arbitration Act 1996 shall apply to such arbitration.

- 25.4 A sole arbitrator, jointly agreed by the Council and the Provider, will conduct the arbitration. In the event of the parties being unable to agree the identity of the arbitrator within fourteen (14) days of the service of the Notice of Arbitration, either the Council or the Provider may request the Chairman of the Chartered Institute of Arbitrators to make the appointment.

26, 27 General

- 26.1 Where the context so admits, words importing the one gender shall include the other gender and neuter.
- 26.2 Where the context so admits, words in the singular include the plural and vice versa.
- 26.3 Words importing an individual shall be treated as importing a firm, partnership, company or corporation and vice versa.
- 26.4 References to Clauses and to Appendices are references to Clauses and Appendices in this Agreement.
- 26.5 Any references to any subordinate legislation or to any Enactment, Order, Statutory Instrument, Regulation, Code of Practice, Code of Guidance, Statutory Guidance (whether contained in any Government Circular or otherwise), Byelaw and any European Union Directive or other European Union legislation shall be construed as a reference to that subordinate legislation or that Enactment, Order, Statutory Instrument, Regulation, Code of Practice, Code of Guidance, Statutory Guidance (whether contained in any Government Circular or otherwise), Byelaw or European Union Directive or other European Union legislation as amended or re-enacted by any subsequent subordinate legislation or Enactment, Order, Statutory Instrument, Regulation, Code of Practice, Code of Guidance, Statutory Guidance (whether contained in any Government Circular or otherwise), Byelaw or European Union Directive or other European Union legislation or any statutory modification or re-enactment thereof for the time being in force.
- 26.6 Nothing in this Agreement shall prejudice or affect the Council's rights, powers, duties and obligations in the exercise of its functions as a local authority and the rights, powers, duties and obligations of the Council under any Enactment, Order, Statutory Instrument, Regulation, Code of Practice, Code of Guidance, Statutory Guidance (whether contained in any Government Circular or otherwise), Byelaw and any European Union Directive or other European Union legislation may be as fully and effectually exercised as if this Agreement had not been executed by it.
- 26.7 For the avoidance of doubt it is specifically hereby provided that the provisions of the Contracts (Rights of Third Parties) Act 1999 and any subordinate legislation made thereunder shall not apply to this Agreement and no person other than the Parties to this Agreement shall have any rights under it nor shall it be enforceable by any person other than the Parties to it.
- 26.8 In the event that any of the provisions contained in this Agreement shall become or shall be determined or declared by any court of competent jurisdiction or any other competent authority to be invalid or unenforceable to any extent such provision shall to that extent be severed from the body of this Agreement and such unenforceability or inability to enforce shall in no way impair or affect any other provisions of this Agreement all of

which shall remain in full force and effect and shall continue to be valid and enforceable to the fullest extent permissible by law.

- 26.9 Failure by the Council at any time to enforce any part of this Agreement, or to require performance by the Provider of any provisions of this Agreement, shall not be construed as a waiver of any such provision, and shall not affect the validity of this Agreement or the right of the Council to enforce the provision in accordance with its terms. No forbearance indulgence or relaxation on the part of the Council or of any person acting on its behalf shown or granted to the Provider in respect of its obligations under this Agreement shall in any way affect restrict or diminish the rights and powers of the Council under this Agreement or operate as or be deemed a waiver of any breach of contract.
- 26.10 Whilst the Council and the Provider have a mutual desire to ensure the proper delivery of the Project and will co-operate within the terms of this Agreement being mindful of this nothing in this Agreement shall be construed as establishing or implying a joint venture between the Parties hereto notwithstanding there is an expectation of partnership between all Parties to this Agreement. Nothing in this Agreement shall have the effect of making the Provider the servant of the Council.
- 27.11 No amendment to this Agreement shall be binding unless in writing and signed by the Parties and expressed to be for the purpose of such amendment.
- 27.12 The Council shall be entitled to cancel this Agreement and any consent granted thereby with immediate effect and without notice if the Provider shall have offered or given or agreed to give to any person any gift or consideration of any kind or if the Provider shall have committed any offence under the Bribery Act 2010 or shall have given any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972 or any re-enactment thereof.
- 27.13 The Council may at its sole discretion assign, novate, transfer, charge or pledge this Agreement or any of its rights or obligations therein and shall give written notice of any assignment to the Provider which shall use its best endeavours to assist in the smooth transfer of arrangements. The Provider shall not assign, novate, transfer, charge or pledge, this Agreement or any of its rights or obligations therein under any circumstances
- 27.14 The Provider shall not enter into any sub-contract in respect of this Agreement or any part thereof with any other company, person or persons.
- 27.15 The Parties hereto hereby agree that this Agreement shall be governed and construed in accordance with the Laws of England and the Provider irrevocably submits to the jurisdiction of the English Courts.

IN WITNESS whereof the said duly Authorised Signatories have executed this Agreement as a Deed and have hereunto set their respective hands the day and year first before written

SIGNED AS A DEED

On behalf of **THE COUNCIL OF LUTON** acting by two Authorised Signatories:

Amrita Ghosh
Authorised Signatory (name) Signature

Annette Barnby
Authorised Signatory (name) Signature

Dated:

SIGNED AS A DEED

on behalf of (Subcontractor) acting by two Authorised Signatories:

Authorised Signatory (name) Signature

Authorised Signatory (name) Signature

Dated: