



**CONTRACT FOR THE PROVISION OF PROPERTY
MANAGEMENT SERVICES AND BUSINESS SUPPORT
SERVICES AT THE BUSINESS AND TECHNOLOGY CENTRE
(BTC) AND CHELLS INDUSTRIAL UNITS (CIU)**

CONTRACT REF: CCD01635

BETWEEN

STEVENAGE BOROUGH COUNCIL

AND

WENTA BUSINESS CENTRES LIMITED

**THIS IS THE CONTRACTUAL DOCUMENTATION CONTAINING THE CONDITIONS OF
CONTRACT, SPECIFICATION (SCHEDULE 1) AND OTHER SCHEDULES TO THE CONTRACT**

**PROVISION OF PROPERTY MANAGEMENT SERVICES AND BUSINESS SUPPORT
SERVICES AT THE BTC AND CIU FOR STEVENAGE BOROUGH COUNCIL
CONTRACT REF: CCD01635**

1. FORM OF AGREEMENT

THIS AGREEMENT dated the _____ day of _____ 2026

is made between Stevenage Borough Council, Daneshill House, Danestrete, Stevenage, Hertfordshire SG1 1HN (“the **Council**”); and

Wenta Business Centres Limited, (Company Registration Number 2519883) situate at Colne Way, Watford, Hertfordshire, WD24 7ND (“the **Managing Agent** ”);

together referred to as “the **Parties**”.

IT IS AGREED THAT:

1. This Form of Agreement with the following attached documents will together form the Contract Documents:

- Conditions of Contract
- Schedule 1 - Specification
- Schedule 2 - Performance Monitoring and KPIs
- Schedule 3 - NOT USED
- Schedule 4 - Price and Payment Schedule
- Schedule 5 - NOT USED
- Schedule 6 - NOT USED
- Schedule 7 - Pro-forma Licence for Occupation of BTC Unit
- Schedule 8 - Pro-forma Licence for Occupation of CIU Unit
- Schedule 9 - Exit Plan
- Schedule 10 - TUPE Schedule
- Schedule 11- Data Protection – Specific Requirements for this Contract

2. The Contract effected by the signing/execution (as appropriate) of this Form of Agreement constitutes the entire agreement between the Parties relating to the subject matter of the Contract and supersedes all prior contracts, negotiations, representations or understandings whether written or oral.

3. The Managing Agent shall provide the Services in accordance with the provisions of the Contract and subject to this, the Council shall make to the Managing Agent the payments provided by the Contract for Services provided in accordance with the Contract.

IN WITNESS of which this Agreement is executed as a deed on the date set out above:

**Executed as a Deed by
STEVENAGE BOROUGH COUNCIL**
By affixing its common Seal
in the presence of:

.....
Authorised Signatory
Please sign in accordance with Option A or B below as applicable for your organisation.

Option A:

**EXECUTED AS A DEED by
WENTA BUSINESS CENTRES LIMITED**
acting by:

.....
Director/Partner (signature)

.....
Name of Director/ Partner (print name)

.....
Director/Partner/Company Secretary* (signature)
[*please delete as appropriate]

.....
Name of Director/Partner/Company Secretary (print name)

Option B:

**EXECUTED AS A DEED by
WENTA BUSINESS CENTRES LIMITED**
acting by:

.....
Director/Partner (signature)

.....
Name of Director/ Partner (print name)

For Option B, where only one director, partner or other authorised signatory, please ensure a witness signs below and provide their details

in the presence of -:

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

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CONDITIONS OF CONTRACT

A. DEFINITIONS AND INTERPRETATION

1. DEFINITIONS

“Action Plan”	has the meaning set out in Clause 36.11;
“Affected Party”	means a party affected by a Force Majeure Event;
“Bribery Act”	means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any related guidance or codes of practice issued by the relevant government department;
“BTC”	means the Business and Technology Centre at Bessemer Drive, Stevenage, Hertfordshire SG1 2DX legally owned by the Council;
“CIU”	means the Chells Industrial Units at The Glebe, Chells Way, Stevenage, Hertfordshire SG2 0LQ legally owned by the Council;
“Change in Control”	any change in control as defined by section 1124 of the Corporation Tax Act 2000;
“Commencement Date”	means the date specified in Clause 3.1, which is the first date on which the Managing Agent is obliged to provide the Services to the Contract Standard;
“Conditions of Contract”	means these terms and conditions of contract;
“Confidential Information”	means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which 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 DPA;
“Connected Persons”	has the meaning given in paragraph 45, Part 3, Schedule 6 of the Procurement Act 2023;
“Contract”	means these Conditions of Contract, the form of agreement to which they are attached and all attached schedules;
“Contract Manager”	means the representative appointed by the Council or that representative’s delegate appointed under Clause 6;
“Contract Period”	means the period during which this Contract shall remain in force and effect pursuant to Clause 3 and, unless this Contract is terminated earlier pursuant to its terms, shall be the period from the Commencement Date to the Expiry Date;

“Contract Standard”	means that standard set out in Clause 4.1;
“Council”	means Stevenage Borough Council;
“Council Data”	means <ul style="list-style-type: none"> (i) all data, records, information, text, drawings, reports diagrams, images, or sounds generated or processed by the Managing Agent or provided to the Managing Agent for processing under this Contract which at all times shall remain the property of the Council which shall include without limitation copies of any retention schedule produced by the Managing Agent in order to comply with Data Protection Legislation; or (ii) any documentation and information produced by or received from or on behalf of the Council in relation to the Services and stored on whatever media;
“Council’s Equipment”	means all equipment, parts, materials, articles and/or mechanisms provided by the Council for use in connection with the Services;
“Council’s Premises”	means the premises and facilities owned by the Council at the BTC and the CIU;
“Critical Performance Default”	means a Performance Default which significantly or materially affects the Managing Agent’s provision of the Services to the Contract Standard or undermines the fundamental purpose of the Contract;
“Data Protection Authority”	any organisation which is responsible for the supervision, promotion and enforcement of the Data Protection Legislation, including the Information Commissioner’s Office (or any joint, like, replacement or successor organisation from time to time);
“Data Protection Legislation”	all applicable data protection and privacy legislation in force from time to time in the UK including the GDPR; the DPA and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party;
“Default Notice”	means a notice issued under Clause 36.5;
“Dispute Resolution Procedure”	means the procedure set out in Clause 40 of this Contract;
“DPA”	means the Data Protection Act 2018 as amended and or updated from time to time;
“Debarment List”	the list of suppliers referred to in section 62 of the Procurement Act 2023;
“Equalities Legislation”	means all Law which makes unlawful discrimination, harassment and/or victimisation on grounds of age, disability, marital or civil partnership status, sexual orientation, gender reassignment, pregnancy and maternity, race, religion or

belief, sex and sexual orientation or temporary or part-time status in employment or otherwise including, without limitation, the Equality Act 2010, the Part-time Workers (Prevention of Less Favourable Treatment) Regulations 2000 as amended, the Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002 and / or any preceding, successor or amending Legislation concerning the same;

“Equipment”

means collectively the Council Equipment and the Managing Agent’s Equipment and any other equipment required in the provision of the Services;

“Expiry Date”

means the date specified in Clause 3.2;

“Fixed Management Fee”

means the annual fixed cost at the Council Premises determined by the Managing Agent in Schedule 4 for the provision of Property Management and business support Services throughout the Contract Period including any extensions pursuant to Clause 3. Such costs may include (but not limited to) costs for staff, telephony, broadband and other costs and charges of a regular or recurring nature at the Council Premises;

“Exit Plan”

means the exit plan set out in Schedule 9;

“Force Majeure Event”

means any of the following events that materially affects the performance by a Party of its obligations under this Contract: fire, flood, earthquake, windstorm or other natural disaster; epidemic or pandemic; terrorist attack; nuclear, chemical or biological contamination; compliance with any governmental order, governmental rule or governmental regulation which comes into effect after the Commencement Date; loss at sea; extreme adverse weather conditions; interruption or failure of utility service;

“Former Managing Agent”

means the Managing Agent previously appointed by the Council to provide all or any of the services which are substantially similar to any of the services prior to the appointment of the Managing Agent;

“GDPR”

means the “UK GDPR” which has the meaning given to it in section 3(10) (as supplemented by section 205(4) of the DPA;

“Good Industry Practice”

means the exercise of reasonable skill, care, prudence, efficiency, foresight and timeliness which would be expected from a reasonably and suitably skilled, trained and experienced person performing the relevant obligations;

“Priority Return Income”

means the priority annual income payment made by the Managing Agent to the Council for the duration of the Contract Period including any extensions pursuant to Clause 3, all as detailed in Schedule 4;

“Index”

means the Consumer Prices Index (CPI) published by the Office of National Statistics;

**“Intellectual Property Rights” or
“IPR”**

means all intellectual and industrial property rights including patents, registered trademarks, registered designs, utility models, applications for and rights to apply for any of the foregoing, unregistered design rights, unregistered trademarks, rights to prevent passing off for unfair competition and copyright, database rights, topography rights and any other rights in any invention, discovery or process, in each case in the United Kingdom and all other countries in the world and together with all renewals and extensions;

“IR35”

means the off-payroll working rules which apply to a worker providing services through an intermediary;

**“Key Performance Indicators” or
“KPI”**

means the key performance indicators as defined and set out in Schedule 2;

“Law”

means but is not limited to any applicable Act of Parliament, statutory legislation, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the Royal Prerogative, bylaw, regulatory policy, guidance or industry code, judgment of a UK court or directives or requirements of any Regulatory Body of which the Managing Agent is bound to comply. Any reference to “Legislation” shall be construed accordingly;

“Licence”

means the Licence for Occupation between the Council and the Licensee for the use and occupation of an individual Unit substantially in the form set out in Schedule 7 for Units at the BTC or in Schedule 8 for Units at CIU. The Council reserves the right to amend the pro-forma Licences at Schedule 7 and 8 from time to time and shall notify the Managing Agent of any amendments made;

“Licensee(s)”

means the beneficiary or recipient of the Services at the BTC or the CIU;

**“Lifecycle Replacement
Responsibility Matrix”**

means the appendix to the Specification so labelled setting out the responsibility of the Council and the Managing Agent for the various aspects of repair and maintenance of the Council Premises and Equipment within the agreed budgets set by the Council;

**“Local Government
Reorganisation”**

means any confirmed proposals to reorganise Local Government in England which will result in:

a) Stevenage Borough Council ceasing to exist in its current form; and/or

b) any of Stevenage Borough Council’s powers, responsibilities or functions (including the geographical boundary for which it is responsible) being

devolved or transferred to another local authority or public body,

and for the purpose of this definition 'confirmed' means the proposals have been approved by Law, whether that be by way of a Statutory Instrument (i.e. Structural Changes Order) or otherwise;

“Managing Agent” means the party identified as such in the form of agreement to which these Conditions are attached;

“Managing Agent’s Authorised Representative” means such person nominated in writing by the Managing Agent to act as the Managing Agent’s representative in relation to this Contract and approved by the Contract Manager;

“Managing Agent’s Equipment” has the meaning set out in Clause 10.1;

“Managing Agent’s Premises” means any premises owned by the Managing Agent or for which the Managing Agent has legal responsibility;

“Managing Agent’s System” any computer or IT system used in the provision of the Services;

“Non-Critical Performance Default” has the meaning set out in Clause 36;

“Party” means a party to this Contract and “Parties” shall be construed accordingly;

“Performance Default”

- any negligent act or omission; and/or
- any breach of contract; and/or
- any failure by the Managing Agent properly to perform any of the obligations, terms and clauses of the Contract including (without limitation) any failure to perform the Services to the Contract Standard;

“Performance Mechanism” means that document set out at Schedule 2;

“Performance Targets” means any specified targets or the Key Performance Indicators against which the Managing Agent’s performance in providing the Services shall be measured and which are set out in the Performance Mechanism or the Specification;

“Pre-Existing IPR Rights” means any Intellectual Property Rights vested in or licensed to the Council or the Managing Agent prior to or independently of the performance by the Council or the Managing Agent prior to or independently of the performance by the Council or the Managing Agent of their obligations under the Contract and in respect of the Council includes, guidance, specifications, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models and designs;

“Price”	means the price for the Services as identified in Schedule 4 of this Contract. For the avoidance of doubt the Price comprises of: (a) a Fixed Management Fee payable by the Council to the Managing Agent; (b) a Priority Return Income payable by the Managing Agent to the Council; (c) the Council’s portion of the Profit Share Income payable by the Managing Agent to the Council; and (d) the Managing Agent’s portion of the Profit Share Income payable by the Council to the Managing Agent.
“Profit Share Income”	means the annual sum payable by the Managing Agent to the Council after deduction of the Fixed Management Fee and the Priority Return Income from the Managing Agent’s total Unit Income for the Contract Period including any extensions pursuant to Clause 3. For the avoidance of doubt the Profit Share Income shall be split between the Managing Agent and the Council in percentage portions that are identified in Schedule 4 but the Council’s portion must be at a minimum be 70%;
“Prohibited Act”	has the definition at Clause 26.4;
“Property Management Services”	means managing the use and occupation of the Council Premises as detailed in the Specification at Schedule 1. For the avoidance of doubt this will include the collection of all fees including Licence fees, taking steps to recover any unpaid Licence fees, the completion of Licence documentation for each Unit with Licensees, management of communal areas and parking areas, ensuring the property is kept in good repair, attending to or assisting with any insurance claims, liaising with Licensees and keeping up to date records and reports;
“Property Rights”	has the meaning attributed to it in Clause 18;
“Repairs & Maintenance Budget”	the annual amount to be ringfenced by the Council and administered by the Managing Agent for the payment of repairs, maintenance, decoration and renewal of the Council Premises, as set out in Schedule 4 and Appendix 2 of the Specification;
“Replacement Managing Agent”	means any third party appointed by the Council from time to time to provide all or any of services which are substantially similar to any of the Services, or received in substitution for any of the Services, following the expiry, termination or partial termination of this Contract whether those services are provided by the Council internally and/or by any third party;
“Request”	shall have the meaning specified in Clause 23;
“Review Date”	means the date three (3) months before an anniversary of the Commencement Date in each year of the Contract Period.

“Service(s)”	means the Property Management services and business support to be provided pursuant to this Contract at the Council Premises, more particularly described in the Specification and any reference to “Service” shall be construed accordingly;
“Schedule of Programmed Maintenance”	means the appendix to the Specification so labelled setting out the programme for the maintenance of the Council Premises and Equipment within the agreed budgets set by the Council;
“Specification”	means the description of the Services to be provided under this Contract set out in Schedule 1;
“Staff”	means all persons employed or engaged by the Managing Agent to perform this Contract together with the Managing Agent’s servants, suppliers, agents, volunteers and Sub-Managing Agent’s used in the performance of this Contract and/or the provision of the Services;
“Sub-Contract”	means a contract between the Managing Agent and a Sub-Managing Agent;
“Sub-Managing Agent”	means an organisation appointed by the Managing Agent or with whom the Managing Agent contracts to provide part of the Services and any of that organisation’s Managing Agent who may be providing any of the Services;
“Tender Response Document”	means the Managing Agent’s proposal to meet the Specification setting out the methods to be used by the Managing Agent to provide the Services under this Contract as set out in Schedule 5 (Tender Response Document);
“Transparency Information”	means any information permitted or required to be published by the Procurement Act 2023, any regulations made under it, and/or any Procurement Policy Notes including (without limitation) information relating to the performance of the Provider against any KPI, subject to any exemptions set out in sections 94 and 99 of the Procurement Act 2023 which shall be determined by the Council taking into account sensitive commercial information (if any);
“TUPE”	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended or modified from time to time);
“Unit(s)”	means the individual workshop or office in which the Council Premises have been divided including the incubator space, conference room and meeting room space at the BTC;
“Unit Income”	means all income derived from the Units including but not limited to Licence Fees, service charges in respect of the Units, meeting and conference room charges, telephone and broadband charges, virtual meeting room charges, events and all other reasonable charges.

“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;
“Variation”	means any change to: <ul style="list-style-type: none"> (i) the terms and Conditions of Contract or Schedules (ii) the Services or any part of them (iii) the standard of performance required of a Party materially over and above that expressly stated or provided for under this Contract;
“Warning Notice”	has the meaning attributed to it in Clause 36.14;
“Working Day”	means Monday to Friday excluding public and bank holidays in England and Wales;
“Working Hours”	means those hours of work detailed in Clause 2.7 of the Specification. For the avoidance of doubt the Managing Agent is required to provide 24 hour 7 day a week property management and access to the Council Premises although business support is limited to 0900 to 1800 on any Working Day, with the exception of networking and specialised events before and after these hours

2. INTERPRETATION OF THIS CONTRACT

- 2.1. Except as otherwise expressly provided, the documents comprising this Contract are to be taken as mutually explanatory of one another.
- 2.2. Any references to any Act of Parliament or other Law shall be deemed to include any amendment, replacement or re-enactment thereof for the time being in force.
- 2.3. Headings are included for ease of reference only and shall not affect the construction or interpretation of any provision to which they refer.
- 2.4. In this Contract, the masculine includes the feminine and the neuter and vice versa; the singular includes the plural and vice versa.
- 2.5. References to Clauses or Schedules shall be to Clauses and Schedules of this Contract.
- 2.6. In the event of any inconsistency or conflict between the main body of this Contract and the Schedules, the order or precedence as set out below shall prevail:
 - (a) the Conditions of this Contract and Schedule 10 (TUPE Schedule);
 - (b) Schedule 1 (Specification);
 - (c) Schedule 4 (Price and Payment Schedule);
 - (d) Schedule 9 (Exit Plan);
 - (e) remaining Schedules of this Contract with the exception of Schedule 5 (Tender Response Document) and;

- (f) Schedule 5 (Tender Response Document) including any clarification questions issued by the Council and responses provided by the Managing Agent) save that where Schedule 5 contains any higher or more onerous commitments, standards or obligations in which case those commitments, standards or obligations will prevail.

B. THE SERVICES AND PERSONNEL

3. DURATION OF CONTRACT

- 3.1. The Contract shall come into existence on 1 July 2026 (“the Commencement Date”).
- 3.2. The Managing Agent shall provide the Services to the Contract Standard from the Commencement Date for a period of 5 years until 30 June 2031 (“Expiry Date”) unless the Contract is terminated earlier in accordance with its terms or otherwise terminated.
- 3.3. NOT USED
- 3.4. NOT USED
- 3.5. The Managing Agent shall execute the Contract promptly and shall not, save unless and to the extent that it may be expressly authorised in advance in writing by the Council, commence the provision of the Services or to be entitled to any part of the Price(s) or any remuneration whatsoever until it has so executed the Contract.

Pre-Commencement Date Obligations

- 3.6. NOT USED

4. THE SERVICES

- 4.1. The Managing Agent shall provide the Services during the Contract Period in accordance with the following (“the Contract Standard”):
- this Contract and in particular the Specification, which forms part of the Contract;
 - use best endeavours to secure the optimum Unit Income whilst maximising the levels of occupancy within the Council Premises;
 - in a manner that does not damage the Council’s reputation;
 - in accordance with Law;
 - in accordance with Good Industry Practice;
 - using all due skill care and diligence as would a competent Managing Agent carrying out services of the same scope or nature as the Services;
 - in accordance with the reasonable instructions of the Contract Manager pursuant to or in connection with the Contract; and
 - in cooperation with any other Council Managing Agents as required to perform the Services.

In the event of any conflict between these requirements, the highest or most onerous of these shall apply.

- 4.2. The Managing Agent shall discharge its obligations under this Contract by deploying appropriate, competent, qualified and trained Staff. Except as otherwise specified in this Contract, the Managing Agent shall provide all Staff and a sufficient number of Staff, the Managing Agent’s Equipment, information and data and anything else whatsoever required for the provision of the Services within the Contract Price to the standards in Clause 4.1.

5. MANAGING AGENT'S WARRANTIES, RESPONSIBILITY AND KNOWLEDGE

5.1. The Managing Agent warrants and represents that:

- 5.1.1. it has the full capacity power and authority and all necessary consents to enter into and perform this Contract;
- 5.1.2. it is not and has not been in the three (3) years prior to the Commencement Date in default in the payment of any due and payable taxes or in the filing, registration or recording of any document or under any legal accounting or statutory obligation or requirement which default might have a material adverse effect on its business, assets or financial condition or its ability to observe or perform its obligations under this Contract;
- 5.1.3. it has not committed a Prohibited Act at all in connection with the Tender Response Document or generally within the five (5) years immediately before the Commencement Date;
- 5.1.4. all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Council by the Managing Agent in connection with the tendering process, and this Contract are true, complete and accurate in all respects;
- 5.1.5. it has in all respects complied with the conditions of tendering set out in the invitation to tender, including, without limitation, not doing any of the acts or matters prohibited by such conditions of tendering;
- 5.1.6. it has made its own enquiries and has satisfied itself as to the accuracy and adequacy of any information whatsoever supplied to it by or on behalf of the Council and all other matters relating to the Contract including, without limitation, any employment issues and/or the application of TUPE and the Price and in each case the Managing Agent is not reliant on such information;
- 5.1.7. it is of sound financial standing and is not aware of any circumstances (other than such circumstances as expressly disclosed by the Managing Agent when submitting the Tender Response Document) that may adversely affect such financial standing in the future;
- 5.1.8. it has or has made arrangement to ensure that it will have sufficient working capital, skilled Staff, equipment, machinery and other resources available to it in order to carry out the Services in accordance with the Contract Standard;
- 5.1.9. it has obtained or has made arrangements to ensure that it will obtain all necessary consents, licences and permissions to enable it to carry out the Services and will throughout the Contract Period obtain and maintain all further and necessary consents, licences and permissions to enable it to carry out the Services in each case at its own expense;
- 5.1.10. it has made its own investigations and research in relation to and has fully satisfied itself of the nature of the Services so as to assess the full scope and volume of the work involved in performing the Services to the Contract Standard;
- 5.1.11. it is not aware of any financial or other advantage being given to any person working for or engaged by the Council, or that an agreement has been reached to that effect, in connection with the execution of this Contract, excluding any

arrangement of which full details have been disclosed in writing to the Council before execution of this Contract;

5.1.12. it will not at any time during the Contract Period or at any time thereafter claim or seek to enforce any lien, charge or encumbrance over any property of whatever nature aimed or controlled by the Council and which is for the time being in the possession of the Managing Agent;

5.1.13. it shall promptly notify the Council in writing if, during the Contract Period:

5.1.13.1. the Managing Agent, the Managing Agent's Connected Persons or any Sub-Managing Agent is placed on the Debarment List;

5.1.13.2. a mandatory exclusion ground or discretionary exclusion ground applies to the Managing Agent, the Managing Agent's Connected Persons or any Sub-Managing Agent; and

5.1.14. it shall promptly notify the Council within 14 days of any changes to the Managing Agent's Connected Persons together with information regarding the identity of the new Connected Persons.

6. THE COUNCIL'S CONTRACT MANAGER AND THE MANAGING AGENT'S AUTHORISED REPRESENTATIVE

6.1. The Council shall appoint a Contract Manager to administer this Contract and act as its representative. The Council may from time to time replace the Contract Manager and shall notify the Managing Agent in writing of this change.

6.2. The Contract Manager shall upon written notice to the Managing Agent be entitled to delegate his role to other persons as he sees fit.

6.3. Where this Contract authorises the Contract Manager to instruct the Managing Agent, the Managing Agent shall comply with these instructions.

6.4. The Managing Agent shall provide in writing the name, telephone number and contact address for the Managing Agent's Authorised Representative who will be the Council's main point of contact for the Managing Agent. The Managing Agent shall not be entitled to remove or replace the Managing Agent's Authorised Representative without the prior consent of the Council, such consent not to be unreasonably withheld or delayed.

6.5. The Managing Agent's Authorised Representative must be empowered by the Managing Agent to take decisions in respect of this Contract and must be available to the Council during Working Hours. The Managing Agent's Authorised Representative shall upon reasonable notice attend any meetings relating to the Services at the request of the Council.

6.6. The Managing Agent's Authorised Representative must have sufficient knowledge of this Contract and the Services to act as the Managing Agent's main representative.

7. MANAGEMENT OF THE UNITS

7.1 The Managing Agent shall provide Property Management Services to ensure that the Council Premises are managed in accordance with the Council's requirement as set out in the Specification. To the extent that the Managing Agent is unclear how to manage the Council Premises, it is the Managing Agent's responsibility to seek clear instructions from the Contract Manager.

7.2 The Managing Agent shall throughout the Contract Period:

- 7.2.1 use best endeavours to secure the optimum Unit Income whilst maximising the levels of occupancy within each of the Council Premises;
- 7.2.2 make enquiries, take up references, complete credit checks in respect of any Licensees or potential Licensees as the Managing Agent considers reasonable and prudent in its experience and opinion;
- 7.2.3 in relation to a prospective Licensee, prepare and enter into a Licence with the prospective occupier on the Council's behalf prior to occupation and usage of any Unit. Such Licence shall be in the form of Schedule 7 or Schedule 8;
- 7.2.4 maintain a record of Licences entered into on behalf of the Council in respect of each Unit and shall make such records available to the Council electronically or howsoever requested by the Council;
- 7.2.5 collect all Unit Income and provide Licensees with receipts on behalf of the Council provided that all invoices and receipts issued by the Managing Agent state the Council's VAT registration number and take steps to recover any unpaid payments;
- 7.2.6 the Managing Agent shall not allow arrears of Unit Income due from Licensees to accrue. In the event of arrears, the Managing Agent shall notify the Council and provide such details to the Council to enable the Council to bring proceedings for recovery of arrears or to take such other action as it deems necessary;
- 7.2.7 carry out regular inspections of the Units to ensure that the Licensees are complying with their Licence and law including but not limited to planning and building consents. The Managing Agent shall take all steps necessary to ensure that any breaches are remedied as quickly as possible.
- 7.2.8 use its best endeavours to resolve all disputes arising from the operation and management of the Council Premises between:
 - 7.2.8.1 Licensees of different Units for whatever reason; or
 - 7.2.8.1 Licensee and the Managing Agent.

To the extent that the Managing Agent is unable to resolve any dispute as outlined in this Clause 7.2.8 or one or more Licensee notifies the Council of any dispute, the Managing Agent shall provide all information and assistance in relation to the dispute and the Council shall decide how to resolve the dispute. The Managing Agent agrees to comply with the Council's instructions following a dispute being referred to it. For the avoidance of doubt, all disputes between the Council and the Managing Agent shall be dealt with in accordance with Clause 40 of this Contract.

- 7.3 The Managing Agent shall from time to time and at least once in every calendar year review and set the level of Licence fees and service charges to be charged in respect of each Unit provided that such fees are agreed in writing with the Council and at least one Month before the effective date of any change.

8. STAFF

- 8.1. The Managing Agent shall ensure that the Staff shall be sufficient in number, be properly and suitably qualified, competent, skilled, honest, instructed, trained, experienced and supervised and shall at all times exercise due care in the execution of their duties as well as procuring that such Staff shall:

- 8.1.1. comply with the relevant provisions of the Contract;
 - 8.1.2. comply with all relevant Law, policies, codes, rules, procedures and standards of the Managing Agent;
 - 8.1.3. enable the Managing Agent to perform its obligations under the Contract during periods of absence of staff due to sickness, parental leave, holidays, training or otherwise; and
 - 8.1.4. comply with the rules, regulatory and statutory requirements in relation to health and safety at work.
- 8.2. The Managing Agent shall be liable for all costs relating to its Staff and any acts, omissions or defaults of its Staff howsoever arising in connection with the Services.
- 8.3. If and when directed by the Council, the Managing Agent shall provide a list of the names and addresses of all persons who it is expected may require admission in connection with this Contract to any of the Council's Premises, specifying the capacities in which they are concerned with this Contract and giving such other particulars as the Council may reasonably desire.
- 8.4. The Council reserves the right under this Contract to refuse to admit, or withdraw permission to remain on the Council's Premises any Staff member whose admission or continued presence would be, in the reasonable opinion of the Council, undesirable.
- 8.5. The Managing Agent shall be responsible for the safekeeping of any keys, passes and other means of access provided to the Managing Agent by the Council for entry to any Council Premises and shall only permit such keys, passes and other means of access to be used in accordance with the Specification or the Contract Manager's instructions and then only to the extent required for the purposes of providing the Services.
- 8.6. The Managing Agent shall ensure that the Contract Manager is informed as soon as reasonably practicable of the loss of any keys, passes and other means of access to or around the Council's Premises and shall reimburse to the Council any cost of replacement and/or any reasonable security measures implemented as a direct or indirect result of such loss.
- 8.7. The Managing Agent shall give the maximum possible advance warning of prospective industrial action and/or industrial dispute by its Staff likely to affect the performance of this Contract and shall take all reasonable steps to mitigate any impact on the Services. For the avoidance of doubt, industrial action by Staff shall not relieve the Managing Agent of the obligation to provide the Services to the Contract Standard.
- 8.8. The Managing Agent shall not (and shall take all reasonable steps to ensure that no member of Staff shall not) in any circumstances solicit or accept gratuity, tips or any other form of money taking or reward, from any person in connection with the provision of all or any part of the Services other than pursuant to the terms of the Contract. The commission of any act prohibited by Clause 8.8 by the Managing Agent or any member of Staff will be regarded by the Council as a matter of serious misconduct.

Pre-Employment Checks

- 8.8. The Managing Agent shall carry out appropriate pre-employment checks prior to the appointment of an individual in connection with the Services (including but not limited to references, medical clearance, proof of right to work in the UK, professional registration/qualifications and the issuing of a satisfactory Disclosure and Barring Certificate

by the Disclosure and Barring Service, where relevant). Prior to making any offer of employment, the Managing Agent shall carry out a risk assessment in relation to any non-UK citizen and any UK citizen who requires a Criminal Records Check and who has lived abroad for six (6) months or more in the five (5) year period prior to being considered for appointment in connection with the Services.

- 8.9. The Managing Agent shall obtain consent prior to the commencement of any work by any Staff member employed to work in connection with this Contract, to carry out all necessary checks under Clause 8 and shall obtain consent of the Staff member to provide evidence upon the request of the Council that such checks have been carried out.
- 8.10. The Managing Agent through monitoring of its compliance with this Clause 8 shall ensure that the Council is kept advised at all times of any Staff member who, subsequent to his/her commencement of and during employment as a Staff member, commits any criminal act whatsoever or whose previous convictions become known to the Managing Agent or commits any act which puts or could put users of the Service or the Council at risk.

Status of Staff

- 8.11. This Contract constitutes a contract for the provision of services and not a contract of employment.
- 8.12. For the avoidance of doubt, the Parties do not intend Staff working on or for this Contract to be off-payroll working through an intermediary for the purposes of IR35. The Managing Agent must promptly notify the Council in writing if the status of any Staff changes in the case where they fall within IR35.
- 8.13. The Council may at its absolute discretion request from the Managing Agent or Sub-Managing Agent at any time throughout the Contract Period and until six (6) years after the Contract has been terminated, information in order to determine whether Staff fall within IR35. The Managing Agent or Sub-Managing Agent shall provide the requested information promptly and in sufficient detail to the satisfaction of the Council.
- 8.14. The Managing Agent shall be liable for and shall fully and promptly indemnify and keep indemnified the Council for and in respect of:
- 8.20.1 any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the Services, where recovery is not prohibited by law;
 - 8.20.2 all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Council in connection with or in consequence of any such liability, deduction, contribution, assessment or claim; and
 - 8.20.3 any liability arising from any employment related claim or any claim based on worker status or IR35 (including reasonable costs and expenses) brought by the Managing Agent or Sub-Managing Agent against the Council arising out or in connection with the provision of the Services.

9. TUPE AND PENSIONS

- 9.1 Both Parties shall comply with their respective obligations in accordance with the provisions specified in Schedule 10 (TUPE and Pensions Schedule).

10. MANAGING AGENT'S EQUIPMENT

- 10.1. Notwithstanding the provisions of this Clause 10, the Managing Agent shall ensure that throughout the Contract Period it supplies or makes available and maintains in good condition and in working order and within the Prices all such resources and equipment as may be necessary for the proper provision of the Services to the Contract Standard including, without limitation, Staff, labour, machinery, equipment, materials, transport and delivery facilities, consumables, software, hardware and vehicles (the "Managing Agent's Equipment").
- 10.2. Any vehicles used in the performance of the Contract shall be maintained by the Managing Agent in a safe condition, must be fully insured and must be certified as roadworthy.
- 10.3. Any specialist equipment used in the performance of the Contract shall be maintained by the Managing Agent in accordance with the manufacturer's instructions, and must not be used or modified in such a way as to negate or diminish any insurance cover which may relate to the equipment or create an additional risk to users of that equipment.
- 10.4. The Managing Agent shall be responsible for the security, insurance and storage of the Managing Agent's Equipment and the Council shall be under no liability in respect thereof including where the Managing Agent's Equipment is used and/or stored on Council Premises save where any damage or loss is caused to the Managing Agent's Equipment by the acts or omissions of the Council.
- 10.5. The Managing Agent shall maintain an inventory of Council Equipment and Managing Agent Equipment within one month of the Commencement Date and thereafter submit to the Council an updated inventory on an annual basis.

11. USE OF COUNCIL PREMISES AND COUNCIL EQUIPMENT

- 11.1. The Managing Agent shall throughout the Contract Period maintain, repair, decorate and renew the Council Premises as set out in the Lifecycle Replacement Responsibility Matrix within the agreed budgets set by the Council. In addition, and for the avoidance of doubt, the Managing Agent shall be responsible for administering all regular and recurring costs for the Council Premises including budget within the control of the council but not limited to business rates, utility costs, electrical and gas compliance certificates.
- 11.2. For any items of expenditure paid by the Managing Agent under Clause 11.1 above, the Managing Agent agrees:
 - 11.2.1 to ensure that the amounts payable are fair and reasonable;
 - 11.2.2 provide full details including any invoices, receipts, certificates or other documents if requested by the Council; and
 - 11.2.3 to the extent that any one expenditure item is estimated to be £5000 or more, shall seek the prior written approval of the Council before proceeding with the expenditure.
- 11.3. The Council shall throughout the Contract Period retain responsibility for the repair, maintenance and replacement of the matters listed in the Lifecycle Replacement Responsibility Matrix as being the responsibility of the Council. The Managing Agent shall throughout the Contract Period maintain, repair and renew the Council Premises as set out in the Life Cycle Replacement Responsibility Matrix within the agreed budget set out by the Council
- 11.4. The Managing Agent, its employees and Sub-Managing Agents shall observe and perform all restrictive and other covenants affecting the title of the Council Premises.
- 11.5. The Managing Agent will use the Council's Premises only in connection with the proper performance of the Services and will ensure that its Staff and agents use the Council Premises only for such purpose.

- 11.6. The Managing Agent shall ensure that the Council Premises are left clean and tidy at all times.
- 11.7. Access to or use of any of the Council Premises by the Managing Agent or any of its Staff will not create a tenancy of any nature whatsoever in favour of the Managing Agent or its Staff or agents and no relationship of landlord and tenant is created between the Managing Agents and the Council. The Council retains control and possession of the Council Premises and neither the Managing Agent or its Staff have the right to exclude the Council from the Council Premises.
- 11.8. The Managing Agent shall vacate the Council Premises on the Expiry Date, earlier termination or abandonment of this Contract.
- 11.9. As Managing Agent for the Council, the Managing Agent shall comply with the requirements of the Energy Performance of Buildings (England and Wales) Regulations 2012 (SI2012/3118) as amended from time to time.
- 11.10. The Managing Agent shall use the Council Equipment solely in connection with the provision of the Services and shall make good any damage to the Council Equipment caused by the Managing Agent, its Sub-Managing Agents, Staff, servants or agents. Any damage shall be remedied by the Managing Agent in accordance with the reasonable instructions of the Contract Manager and all costs incurred in complying with this Clause shall be borne by the Managing Agent. The Managing Agent shall inform the Contract Manager immediately of any act of vandalism or damage to the Council Equipment observed by the Managing Agent or its Staff or Sub-Managing Agents and the Managing Agent shall use its reasonable endeavours to ensure that the vandalism or damage ceases and to ascertain the identity of the perpetrators and to inform the Contract Manager immediately and the police or fire brigade, if appropriate, of the same.
- 11.11. The Council does not guarantee, warrant or give any assurances as to the age or state of repair or suitability for use in the Service of any item of Council Equipment and the Managing Agent hereby acknowledges that it has carried out its own due diligence including inspections of such equipment and has satisfied itself as to the condition and suitability of each item of such equipment for use in the provision of the Service and accordingly the Managing Agent shall not be relieved from any liability in relation to any failure to provide the Service or any part of it where such failure is caused by a failure in or of the unsuitability of any Council Equipment.
- 11.12. The Managing Agent shall be responsible for the maintenance of the Council Equipment at its own expense except where it is stated in this Contract that any such maintenance shall be carried out at the Council's expense. In such circumstances, and for the avoidance of doubt, the Council shall be entitled to cease to maintain any item of Council Equipment when it considers, in its absolute discretion that such Council Equipment has reached the end of its useful life and is no longer economically viable to maintain.
- 11.13. Unless expressly stated to the contrary in this Contract, the Council shall not be obliged to replace any item of Council Equipment and if it does not replace any such item the Managing Agent shall make such arrangements as are necessary including the provision of Managing Agent's Equipment to provide the Service in accordance with this Contract without the relevant piece of Council Equipment.
- 11.14. The Council's Equipment shall remain the property of the Council and shall be delivered up to the Council at the end of the Contract Period or earlier termination except insofar as it has reached the end of its useful life and has been disposed of. Any item of equipment which was not Council Equipment shall remain the property and responsibility of the Managing Agent or relevant third party and shall not, unless expressly provided to the contrary in the Contract, be delivered up to the Council at the end of the Contract Period.
- 11.15. Without prejudice to clause 11.1, the Managing Agent shall undertake routine repairs, maintenance and replacement of the Council Premises and Equipment in accordance with the Schedule of Programmed Maintenance within the budgets as set by the Council.

C. FINANCIAL ARRANGEMENTS

12. PRICES AND PAYMENT

- 12.1. Subject to the Managing Agent fulfilling its obligations under the Contract and in consideration of the Managing Agent properly performing the Services, the Managing Agent shall retain from the Unit Income the amount of the Fixed Management Fee and any Profit Share Income due, which shall be exhaustive of any amounts due to the Managing Agent in respect of its provision of the Services and performance of its obligations under this Contract.
- 12.2. Suitable documentary evidence including but not limited to a quarterly profit and loss account shall be provided by the Managing Agent to evidence the Price and costs incurred by the Managing Agent for the provision of the Services. Such evidence shall be provided in a timely fashion and the Council shall bear no responsibility or losses the Managing Agent may incur as a result of its failure in respect of its responsibility.
- 12.3. Within a reasonable period following the Managing Agent submitting the documentary evidence and the Council being happy with the evidence provided, the Council shall issue the Managing Agent with an invoice for the Priority Return Income and the Council's portion of the Profit Share Income having made deductions for the Fixed Management Fee and Priority Return Income.
- 12.4. Payment of the Price (Priority Return Income and Profit Share Income) shall be made by the Managing Agent within 28 calendar days from the date of the invoice.
- 12.4A The Repairs & Maintenance Budget shall be ringfenced by the Council and administered by the Managing Agent for the payment of expenditure related to the repair, maintenance, decoration and renewal of the Council Premises, as provided for under Appendix 2 and Appendix 5 of the Specification. If any part of the annual Repairs & Maintenance Budget remains unspent at the end of a contract year, the full amount of the underspend shall be paid by the Managing Agent to the Council within 28 days of the end of the contract year in question.
- 12.5. Notwithstanding the above, the Managing Agent shall:
- 12.5.1 keep and maintain the books of account in accordance with good accountancy practice and shall have these reviewed by an Independent Chartered Accountancy firm once in every calendar year and a copy of their Independent Assurance Report shall be sent to the Council within 21 days of its completion; and
 - 12.5.2 open and maintain a separate bank or building society account(s) for the Council Premises for the purpose of receiving and paying the Price and all Unit Income. Such account shall be separate and distinct from any other business of the Managing Agent and any bank statements or records of transactions relating to the account shall be sent to the Council within 7 days of a request from the Council.
- 12.6. Without prejudice to any other rights or remedies of the Council whether in contract, tort, or under statute, or otherwise, the Council shall be entitled to withhold or reduce, or make deductions from the Price:
- 12.6.1. pursuant to Clause 36;
 - 12.6.2. where the Managing Agent has been overpaid by the Council by virtue of an error or fraudulent conduct by a Council employee, agent or Fellow Managing Agent;

- 12.6.3. where the Council has suffered financial loss by virtue of the Managing Agent overpaying a third party including, without limitation, where the Managing Agent in the course of carrying out its obligations under the Contract makes an overpayment of salary or makes duplicate credit payments.
- 12.7. Any disputes in relation to invoices or payment may be referred to the Dispute Resolution Procedure as set out in Clause 40.
- 12.8. Where the Managing Agent enters into a Sub-Contract, the Managing Agent shall include in that Sub-Contract:
- 12.8.1. provisions having the same effect as Clause 12 of this Contract; and
 - 12.8.2. a provision requiring the sub-Managing Agent to include in any Sub-Contract which it awards provisions having the same effect as Clause 12 of this Contract;
 - 12.8.3. without prejudice to any other of its rights in this Contract, the Council shall be entitled to receive evidence from the Managing Agent of the existence of such provisions and that they are complied with by the parties to the Sub-Contracts.

Value Added Tax (VAT)

- 12.9. All sums payable under this Contract are exclusive of VAT or any tax replacing it.
- 12.10. If this Contract or anything in it gives rise to a taxable supply for Value Added Tax purposes by the Managing Agent to the Council or by the Council to the Managing Agent (as applicable) under Law from time to time in force, on the production of a valid Value Added Tax invoice, the Council will pay the Managing Agent or the Managing Agent will pay the Council (as applicable) a sum equal to that Value Added Tax in addition to the Price or any other consideration.
- 12.11. The Managing Agent shall provide to the Council any information reasonably requested in relation to the amount of VAT chargeable in accordance with this Contract.
- 12.12. 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.
- 12.13. 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.

13. PRICE THROUGHOUT THE CONTRACT PERIOD

- 13.1. Save as expressly set out in this Contract, the Price is fixed for the Contract Period including any extensions agreed pursuant to Clause 3.

14. RECOVERY OF SUMS DUE

- 14.1. Wherever under this Contract any sum of money is recoverable from or payable by the Managing Agent (including any sum which the Managing Agent is liable to pay to the Council in respect of any breach of this Contract), the Council may deduct that sum from any sum then due, or which at any later time may become due to the Managing Agent under this Contract or any other contract with the Managing Agent.

- 14.2. Any overpayment by the Council to the Managing Agent shall be recoverable by the Council.
- 14.3. The Managing Agent shall make any payments due to the Council without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Managing Agent has obtained the prior written approval of the Council to such deduction.

D. CONTROL OF THIS CONTRACT

15. ASSIGNMENT AND SUBCONTRACTING

- 15.1. The Managing Agent shall not sub-contract the whole of the Services. The Managing Agent shall not sub-contract a part of the Services without the prior written consent of the Council (such consent not to be unreasonably withheld or delayed). For the avoidance of doubt, the Council shall not consent to any proposed Sub-Contract if the Sub-Managing Agent (or any Connected Person of the Sub-Managing Agent) is on the Debarment List for a mandatory exclusion ground.
- 15.2. If the Managing Agent should sub-contract the provision of any part of the Services to any person, neither that nor the Council's consent to that sub-contracting under Clause 15.1 above shall relieve the Managing Agent from any liability or obligation under this Contract and the Managing Agent shall be responsible for the acts, defaults or neglect of any Sub-Managing Agent or agents in all respects as if they were the acts, defaults or neglect of the Managing Agent.
- 15.3. Where the Council has consented to the use of a Sub-Managing Agent or Sub-Managing Agents, such Sub-contract(s) shall reflect the same terms of this Contract and for the avoidance of doubt the Sub-Contract(s) shall not contain any terms which are incompatible and/or conflict with this Contract.
- 15.4. The Managing Agent shall not be entitled to assign, novate or otherwise transfer the Contract or its rights and obligations thereunder without the prior written consent of the Council and such consent shall be at the absolute discretion of the Council.
- 15.5. The Managing Agent shall not without the prior written consent of the Council change or replace any Sub-Managing Agent that it has appointed to provide any part of the Services. Any consent required from the Council in accordance with this Clause may be withheld at the Council's absolute discretion.
- 15.6. Any breach by the Managing Agent of Clauses 15.1 to 15.5 shall constitute a substantial and material breach of Contract by the Managing Agent.
- 15.7. In the event the Council consents to any assignment, sub-contracting, novation or other arrangement under this Clause 15, it shall be entitled to require and the Managing Agent shall pay the reasonable administrative and legal costs to the Council of formalising this change, including without limitation relating to the new contractual relationship between the Council and the Managing Agent or any third party. For the avoidance of doubt, any such costs may be set-off pursuant to Clause 14 from sums due to the Managing Agent.
- 15.8. The Council may at its discretion assign, novate or otherwise dispose of any or all of its rights, obligations and liabilities under this agreement and/or any associated licences to any local authority or other public body who succeeds Stevenage Borough Council or to whom Stevenage Borough Council's powers, responsibilities or functions relevant to this agreement are devolved or transferred (whether by reason of Local Government Reorganisation or otherwise) and the Managing Agent shall, at the Council's request, enter into a deed, agreement or other documentation in such form as the Council shall reasonably specify in order to enable the Council to exercise its rights pursuant to this clause.

The Council and its successors will honour all rights, terms, prices and fee obligations in the Contract and such obligations will remain in place as between the Council's successors (whether by reason of Local Government Reorganisation or otherwise termination) and the Managing Agent, as set out in this Contract. For the avoidance of doubt, any termination, novation, disposal or in such circumstances the Council's successor will become liable for the Managing Agents Fees and the profit share and all all sums due to the Managing Agent under this Contract for the remaining duration of the contract until its end date 30 June 2031 or remainder of the Contract Period.

16. VARIATIONS AND CHANGE CONTROL

- 16.1. No Variation shall be effective unless it is recorded in writing and signed by duly authorised representatives of the Council and the Managing Agent and accordingly neither the Council nor the Managing Agent shall implement a variation other than one which is in accordance with this Clause 16.
- 16.2. Neither Party shall be entitled to reject any Variation which has been proposed to enable the provision of the Services to conform to a change in law.

17. PERFORMANCE MONITORING AND CONTRACT REVIEW

- 17.1. Contract review meetings will be held between the Managing Agent's Authorised Representative and the Contract Manager at regular intervals specified in advance by the Council and monitoring visits shall also take place in order to monitor the Managing Agent's performance both on this Contract as a whole and against any Performance Targets.
- 17.2. The Council shall wherever possible provide notice of monitoring visits but reserve the right to make unannounced monitoring visits at any time.
- 17.3. The Managing Agent shall afford all necessary resources and facilities to allow the Council to carry out its contract reviews (including procuring the attendance of the Managing Agent's Authorised Representatives at such meetings), monitoring visits and any further reasonable methods which the Council undertakes to assess the Managing Agent's performance and contract compliance. The Managing Agent shall provide all reasonable cooperation, facilitation and information required at no additional cost to the Council.
- 17.4. The Managing Agent shall monitor and report to the Council its performance against any Performance Targets and provide all information required therein in the format required.
- 17.5. The Council shall be entitled to make deductions or other adjustments to the Contract Price as a consequence of the Managing Agent's performance against the Performance Targets and as provided for in the Performance Mechanism.

18. INTELLECTUAL PROPERTY RIGHTS

- 18.1. The Managing Agent hereby expressly acknowledges that the Council alone has (subject to such third party rights as may at any time be notified to the Managing Agent by the Council) exclusive ownership and ultimate control of:
- 18.1.1. the format and content of the documentation comprising the Contract;
 - 18.1.2. the Council's logos, insignia and letter heads;
 - 18.1.3. Council Data however and wherever stored and processed by the Managing Agent; and
 - 18.1.4. any Intellectual Property Rights pertaining to any of the above.
- (collectively the "Property Rights").

- 18.2. Any goodwill pertaining to or arising from the use of the Property Rights shall at all times ensure and accrue to the exclusive benefit of the Council absolutely.
- 18.3. The Managing Agent shall at the request of the Council promptly execute such documents and take or desist from such action as the Council may require in order to assure to the Council the full benefit of its Property Rights and/or to confirm the Council's title thereto.
- 18.4. The Council hereby licences the Managing Agent to use the Property Rights solely:
- 18.4.1. to the extent and upon the terms provided by this Contract; and
 - 18.4.2. for the purposes of performing the Services for the Council.
- 18.5. Save for any Pre-Existing Intellectual Property Rights owned by the Managing Agent, all Intellectual Property Rights in any data, reports, drawings, specifications, plans, software, designs, inventions and/or other material produced or developed by the Managing Agent in connection with provision of the Services shall vest in and be the property of the Council and the Managing Agent hereby assigns all such Intellectual Property Rights to the Council provided that in the event that any such Intellectual Property Rights do not vest in the Council by operation of law, the Managing Agent shall execute or cause to be executed, including by any employee or agent of its any and all deeds, documents and acts required to assign such Intellectual Property Rights to the Council.
- 18.6. Neither Party shall acquire Pre-Existing IPR Rights of the other Party.

Intellectual Property Rights Indemnity

- 18.7. The Managing Agent warrants to the Council that:
- 18.7.1. it has not given and will not give permission to any third party to use any of the material to which Clause 18.1 relates nor any of the Intellectual Property Rights in such material; and
 - 18.7.2. neither the provision of the Services by the Managing Agent nor its receipt by the Council will infringe the Intellectual Property Rights of any third party.
- 18.8. The Managing Agent agrees to indemnify the Council and keep it indemnified at all times against all or any costs, claims, damages or expenses incurred by the Council, or for which the Council may become liable, with respect to any claim by any third party that their Intellectual Property Rights have been infringed by the provision of the Services or anything supplied, created or done by the Managing Agent in connection with such provision.
- 18.9. The Managing Agent waives any moral rights in relation to any materials it creates in connection with the provision of the Services to which it is now or may at any future time be entitled under Chapter IV of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction, including (but without limitation) the right to be identified, the right of integrity and the right against false attribution, and agrees not to institute, support, maintain or permit any action or claim to the effect that any treatment, exploitation or use of such material or other materials, infringes the Managing Agent's moral rights.

19. ICT AND COMPUTER SYSTEMS

- 19.1. In relation to any computer system which the Managing Agent uses in connection with its provision of the Services ("Managing Agent's System"), the Managing Agent shall ensure that such computer system is at all times throughout the Contract Period such as to enable the Managing Agent to comply with its obligations under the Contract and in particular (but without limitation) to perform the Services to the Contract Standard.
- 19.2. The Managing Agent shall ensure that at all times during the Contract Period (and until any computerised Council Data has been returned to the Council in accordance with the provisions of the Contract) it has in place adequate and robust business continuity and disaster recovery procedures that are in accordance with good data management and security practice and that shall include as a minimum undertaking a full back up of all

Council Data at least once per day so that in the event of the partial or total failure of the Managing Agent's computer system the Managing Agent shall be able to continue to provide the services without interruption and comply with its remaining obligations under this Clause 19.

- 19.3. The Managing Agent shall ensure that any licences in relation to software to be used in connection with the provision of the Services allow for the software to be tested by the Council on a machine and at a location to be determined by the Council and allow the Council to so test all such software before it is used operationally by the Managing Agent if it so requests.
- 19.4. The Managing Agent shall ensure that throughout the duration of this Contract it has in place a good quality robust firewall and virus protection software so as to guard against any virus, worm, Trojan horse, logic bomb, time bomb, back door, trap, disabling device, malicious code, or other contaminants or similar form of code intended (or having that effect) to cause harm, damage, or to prevent or restrict the use of any computer system or Council Data.

20. AUDIT AND MONITORING RIGHTS

- 20.1. The Managing Agent shall permit or procure permission for any authorised representative of the Council (including such other nominated officer and/or the Council's internal auditors and external auditors) to have reasonable access for audit and monitoring purposes to information, documents, data, systems, the Managing Agent's Premises or the Managing Agent's Equipment used in the provision of the Services and any information, documents, reports, Sub-Managing Agents and their staff, assets or information, or anything else reasonably required for inspection by the Council and/or its authorised representatives.
- 20.2. Access may be at any time without notice, provided there is good cause for access without notice, and provided that the Contract Manager shall comply with all reasonable requirements of the Managing Agent for the purpose of protecting the confidentiality of the information of third parties, and no information will be divulged to any third party save in pursuance of statutory or other legal obligations.

21. RECORDS

- 21.1. The Managing Agent shall maintain current and accurate records of all work carried out in the provision of the Services including a record of all Licences and shall ensure that these records shall be available for inspection by an authorised representative of the Council at all reasonable times in accordance with Clause 20. Such records shall be Council Data and shall be provided to the Council in such searchable and identifiable form as the Council may request at any stage during the Contract Period.
- 21.2. The Managing Agent shall maintain security safeguards against the destruction or loss or unauthorised use or alteration of records irrespective of the storage media which are under the Managing Agent's control as part of the Services including the Council Data. Such safeguards shall include an obligation on the Managing Agent to ensure that access to records is only obtained by such Staff as may be specifically designated by the Contract Manager and access to records by Staff is provided only as necessary in connection with the provision of Services.
- 21.3. If any records are accidentally or wilfully destroyed otherwise than by the Council or on the authorisation of the Council and in the event that the Managing Agent does not have in place a method for reinstatement or replacement of such records, within five (5) Working Days of receipt of a notice from the Council and without prejudice to the Council's other rights at law, the Managing Agent shall reimburse the Council's reasonable costs in restoring such records and/or the Council Data such costs are to be accounted for during

the term of this Contract by way of rebate in subsequent invoices for the sums paid pursuant hereto.

22. PUBLICITY

- 22.1. Except with the prior written approval of the Council, the Managing Agent shall not make any press announcements or publicise this Contract or any part thereof in any way.
- 22.2. The Managing Agent shall take reasonable steps to ensure the observance of the provisions of Clause 22.1 by all of its Staff.

E. FREEDOM OF INFORMATION CONFIDENTIALITY AND DATA PROTECTION

23. FREEDOM OF INFORMATION

- 23.1. The Managing Agent acknowledges that the Council is subject to the requirements under the Freedom of Information Act 2000 ("FOIA") and the Environment Information Regulations 2004 ("EIR") and shall cooperate with the Council (at the Managing Agent's expense) to enable the Council to comply with these information disclosure requirements and any requests for information under the FOIA and/or EIR ("Request(s)").
- 23.2. The Managing Agent shall give reasonable assistance to the Council to comply with the FOIA and EIR. The Managing Agent shall not do any act either knowingly or recklessly that would cause the Council to be in breach of the FOIA and/or the EIR.
- 23.3. In particular, the Managing Agent shall supply all such information to the Council (together with reasonable assistance to locate the same) which is needed by the Council to comply with its obligations under the FOIA and EIR within a timescale to be agreed on a case by case basis, but in any event, not to exceed the timescale that the Council must comply with as specified in the FOIA and/or EIR (as appropriate).
- 23.4. The Managing Agent shall advise the Council of any requests for information received by the Managing Agent where the information requested is subject to the Services provided under this Contract and shall follow the Council's access procedures in fulfilling the request.
- 23.5. The Managing Agent shall be required to follow all Council processes and procedures that provide for compliance with the FOIA and EIR where information held is subject to the Services.
- 23.6. The Council shall have the discretion to disclose any information which is the subject of this Contract to any person who makes a request under the FOIA and/or EIR and which, in the opinion of the Council, it has to disclose to discharge its responsibilities under the FOIA and/or EIR.
- 23.7. When exercising its right under this Clause, the Council shall consult the Managing Agent and may take account of any reasonable suggestions made by the Managing Agent, however the final decision as to whether any information shall be withheld or disclosed shall lie with the Council.
- 23.8. Notwithstanding any other term of this Contract, the Managing Agent consents to the publication of this Contract and the Transparency Information in its entirety (including variations), subject only to the redaction of information that the Council considers is exempt from disclosure in accordance with the provisions of the Procurement Act 2023, FOIA and EIRs. At reasonable cost, the Managing Agent shall reasonably assist and co-operate with the Council to enable the Council to publish this Contract and the Transparency Information.

23.9. The Council shall publish the Transparency Information in accordance with its obligations under the Procurement Act 2023, and in a format that assists the general public in understanding the relevance and completeness of the information being published to ensure the public obtain a fair view on how the agreement is being performed.

24. CONFIDENTIALITY

24.1. The Parties to this Contract each agree to keep confidential all information that ought to be considered as confidential that is shared between them (however it is conveyed or on whatever media it is stored) in relation to the Services and any Licensees.

24.2. Each Party:

24.2.1. shall treat all Confidential Information belonging to the other Party as confidential and safeguard it; accordingly, and

24.2.2. shall not disclose any Confidential Information belonging to the other Party to any other person without the prior written consent of the other Party, except to such persons and to such extent as may be necessary for the performance of this Contract or except where disclosure is otherwise expressly permitted by the provisions of this Contract.

24.3. The Managing Agent shall ensure that in the event its Staff are in receipt of any of the Council's Confidential Information, such Staff are under the same legal obligations and undertakings in respect of such Confidential Information as those imposed on the Managing Agent under this Clause.

24.4. The Managing Agent and/or its Staff shall not use any Confidential Information it receives from the Council otherwise than in providing the Services in accordance with this Contract.

24.5. The foregoing restriction set out in Clause 24.2 relating to Confidential Information shall not apply to:

24.5.1. information which at the time of disclosure is generally available to the public other than by breach of this Clause 24 by the Council and/or Managing Agent;

24.5.2. information which is in possession of the disclosing party (without restrictions) before the date on which the disclosing party received that information as a result of or in connection with this Contract; and

24.5.3. information which is reasonably required by any person engaged in the performance of their obligations in relation to the Contract for the performance of those obligations.

24.6. Clause 24.2 is without prejudice to and shall not apply to the disclosure of Confidential Information by the Council in the following circumstances -:

26.7.2 where disclosure is made for the purpose of the examination and certification of the Council's accounts;

26.7.3 where disclosure is made for the purpose of any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency, and effectiveness with which the Council has used its resources;

26.7.4 where disclosure is made to any government department or any other contracting authority (as defined in the Procurement Act 2023). All government departments or contracting authorities receiving such Confidential Information

shall be entitled to further disclose the Confidential Information to other government departments or other contracting authorities on the basis that the information is Confidential Information and is not to be disclosed to a third party which is not part of any government department or any contracting authority;

24.7.5 where the Council is complying with its legal responsibilities to allow the re-use of public sector information under the Re-Use of Public Sector Information Regulations 2015; and

24.7.6 where disclosure is made to any person engaged in providing any services to the Council for any purpose relating to or ancillary to this Contract provided that in disclosing information the Council discloses only the information which is necessary for the purpose concerned and requires that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.

24.7. The Managing Agent shall take all necessary steps to enable the Council to comply with its obligations under the Re-Use of Public Sector Information Regulations 2015 and at the Managing Agent's own expense.

24.8. A Party may disclose Confidential Information (whether under Clause 24.1 or 24.2) to the extent such Confidential Information is required to be disclosed by law (including under the Procurement Act 2023, FOIA or EIRs), by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction.

25. DATA PROTECTION

25.1 The Parties shall comply with their obligations under Data Protection Legislation at all times and in particular as set out below and in Schedule 11 Data Protection Specific Requirement for this Contract.

Information Governance – General Responsibilities

25.2 The Managing Agent acknowledges that it will comply with Data Protection Legislation which includes GDPR and the DPA.

25.3 For the purposes of this clause, the terms "Data Controller", "Data Processor", "Data Subject", "Personal Data", "Process" and "Processing" shall have the meaning prescribed under the DPA and the GDPR.

25.4 The Parties also acknowledge their respective obligations arising under the DPA and GDPR.

25.5 The Managing Agent undertakes to:

25.5.1 treat as confidential all Personal Data which may be derived from or be obtained in the course of the Services or which may come into the possession of the Managing Agent or a Staff member, servant or agent or Sub-Managing Agent of the Managing Agent as a result or in connection with the Services;

25.5.2 provide all necessary precautions to ensure that all such information is treated as confidential by the Managing Agent, its Staff members, servants, agents or Sub-Managing Agent's;

25.5.3 ensure that it, its Staff members, servants, agents and Sub-Managing Agent's are aware of the provisions of the DPA and GDPR and that any personal information

obtained in the course of the performance of this contract shall not be disclosed or used in any unlawful manner;

25.5.4 indemnify the Council against any loss arising under the DPA and GDPR caused by any action, authorised or unauthorised, taken by the Managing Agent, its Staff members, servants, agents or Sub-Managing Agent's; and

25.5.5 have in place adequate mechanisms to ensure that Sub-Managing Agent's, agents and subsidiaries to whom personal information is disclosed comply with their obligations under this Contract to keep Personal Data and information secure and confidential in accordance with Data Protection Legislation.

The Managing Agent as Data Processor

25.6 The Managing Agent shall (and shall ensure that all of its Staff) comply with any notification requirements under the DPA and GDPR and each of the Parties will duly observe all their obligations under the DPA and GDPR which arise in connection with this Contract.

25.7 Notwithstanding the general obligations in clauses 25.1 to 25.5 above, where the Managing Agent is processing Personal Data as a Data Processor for the Council the Managing Agent shall:

25.7.1 process the Personal Data only in accordance with instructions from the Council (which may be specific instructions or instructions of a general nature) as set out in this Contract or as otherwise notified by the Council;

25.7.2 comply with all applicable Laws;

25.7.3 process the Personal Data only to the extent and in such manner as is necessary for the provision of the Managing Agent's obligations under this Contract or as is required by Law or any regulatory body;

25.7.4 implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;

25.7.5 assist the Council, at the Council's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with any Data Protection Authority

25.7.6 ensure that it is able to demonstrate that Staff members, servants, agents or Sub-Managing Agent's associated with the performance of this Contract are aware of their personal responsibilities under the DPA and GDPR to maintain the security of the Personal Data controlled by the Council;

25.7.7 take reasonable steps to ensure the reliability of its Staff, servants, agents and Sub-Managing Agent's who may have access to the Personal Data;

25.7.8 ensure that Personal Data is not copied for any purpose other than that agreed with the Council; and

25.7.9 ensure that Personal Data shall be returned to the Council at the end of this Contract unless required by applicable Law to continue to store the Personal Data or when requested by the Council.

25.8 The Managing Agent shall permit the Council (subject to reasonable and appropriate confidentiality requirements), to inspect and audit the Managing Agent's data processing activities (and/or those of its agents, subsidiaries and Sub-Managing Agent's) and comply with all reasonable requests or directions by the Council to verify and/or procure that the Managing Agent is in full compliance with its obligations under this Contract and shall:

25.8.1 not Process, cause or permit the Personal Data to be transferred outside of the UK without the prior written consent of the Council and in accordance with the conditions required by the Data Protection Legislation;

25.8.2 ensure that all Staff, servants, agents and Sub-Managing Agent's required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause 25;

25.8.3 ensure that none of the Staff, servants, agents and Sub-Managing Agent's publish disclose or divulge any of the Personal Data to any third parties unless directed in writing to do so by the Council;

25.8.4 not disclose Personal Data to any third parties in any circumstances other than with the written consent of the Council or in compliance with a legal obligation imposed upon the Council;

25.8.5 notify the Council within two (2) Working Days if it receives:

25.8.5.1 a request from a Data Subject to have access to that person's Personal Data; or

25.8.5.2 a complaint or request relating to the Council's obligations under the DPA or GDPR;

25.9 The Managing Agent shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Contract in such a way as to cause the Council to breach any of its applicable obligations under the Data Protection Legislation.

25.10 The Managing Agent agrees to indemnify and keep indemnified and defend at its own expense the Council against all costs, claims, damages or expenses incurred by the Council or for which the Council may become liable due to any failure by the Managing Agent or its Staff members, servants, agents or Sub-Managing Agent's to comply with any of its obligations under this Clause.

Responsibilities when engaging Sub-Managing Agent

25.11 Subject to the Council's prior written consent, if the Managing Agent is to require any Sub-Managing Agent to process Personal Data on its behalf, the Managing Agent must ensure that the Sub-Managing Agent contracts on terms which are substantially the same as those set out in this Clause.

25.12 The provision of this Clause 25 shall apply for the duration of the Contract and indefinitely after its expiry.

F. ADDITIONAL STATUTORY OBLIGATIONS AND REGULATIONS

26. BRIBERY, CORRUPTION AND FRAUD

- 26.1. The Managing Agent shall not offer or give, or agree to give, to any employee, agent, servant or representative of the Council any gift or consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or any other contract with the Council, or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any such contract.
- 26.2. The Managing Agent shall take all reasonable steps to prevent any fraudulent activity (including but not limited to the submission of inaccurate, incomplete, misleading or falsified management information) by the Staff, the Managing Agent (including its shareholders, members and directors) and/or any of the Managing Agent's Sub-Managing Agents or suppliers, and including in connection with the receipt of monies from the Council.
- 26.3. The Managing Agent shall not, and shall procure that its Staff shall not, in connection with this Contract commit a Prohibited Act as defined in Clause 26.4 below.
- 26.4. The following constitute a Prohibited Act:
- 26.4.1 directly or indirectly to offer, promise or give any person:
 - 26.4.1.1 working for or engaged by the Council a financial or other advantage;
 - 26.4.1.2 induce that person to perform improperly a relevant function or activity;
or
 - 26.4.1.3 reward that person for improper performance of a relevant function or activity;
 - 26.4.2 directly or indirectly to request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Contract;
 - 26.4.3 committing any offence:
 - 26.4.3.1 under the Bribery Act;
 - 26.4.3.2 under legislation creating offences concerning fraudulent acts;
 - 26.4.3.3 at common law concerning fraudulent acts relating to this Contract or any other contract with the Council; or
 - 26.4.3.4 defrauding, attempting to defraud or conspiring to defraud the Council.
- 26.5. The Managing Agent shall if requested, provide the Council with any reasonable assistance, at the Council's reasonable cost, to enable the Council to perform any activity required by any relevant government or agency for the purpose of compliance with the Bribery Act.
- 26.6. The Managing Agent shall have an anti-bribery policy.
- 26.7. If any breach of this Clause 26 is suspected or known, the Managing Agent must notify the Council immediately.

27. EQUAL OPPORTUNITIES

- 27.1. The Managing Agent shall comply with Equalities Legislation in its performance of the Services.
- 27.2. The Managing Agent shall:
- 27.2.1. not discriminate against any person or for any reason within the meaning and scope of Equalities Legislation;
 - 27.2.2. comply with any official guidance and codes of practice in relation to promoting equality in employment and the provision of services;
 - 27.2.3. take all reasonable steps to secure the observance of this Clause 27 by its Staff employed in connection with the Contract; and
 - 27.2.4. provide such information as the Council may reasonably require for the purpose of assessing the Managing Agent's continued compliance with this Clause 27 and to assist in the Council's reporting obligations in respect of equal opportunities.
- 27.3. If a Court, tribunal or the Equality and Human Rights Commission (or any other Commission promoting equal opportunity) shall make a serious finding of unlawful discrimination against the Managing Agent in connection with similar services to the Services performed in the United Kingdom such that the Council would acting reasonably find it difficult to continue in contract with the Managing Agent without a real and significant risk to its reputation, the Council shall:
- 27.3.1. have a right to terminate the Contract pursuant to Clause 37; or
 - 27.3.2. shall be entitled to require all reasonable steps from the Managing Agent to mitigate such risks and ensure that any repetition of the circumstances leading to the finding does not occur.

28. HEALTH AND SAFETY

- 28.1. The Managing Agent shall at all times comply with the Health and Safety at Work etc Act 1974 and all other Law relating to the health and safety of Staff and others who may be affected by the Managing Agent's acts or omissions in providing the Services under this Contract.
- 28.2. The Council reserves the right to suspend the provision of the Services in whole or in part without paying compensation if and whenever the Managing Agent is, in the reasonable opinion of the Council, in contravention of the Health and Safety at Work etc Act 1974 and all relevant Law relating to health and safety and provisions within this Clause 28.

29. WHISTLEBLOWING

- 29.1. The Managing Agent confirms that the Managing Agent' Authorised Representative is authorised as a person to whom the Staff may make a qualifying disclosure under the Public Interest Disclosure Act 1998 ("PID Act") and declares that any of its Staff making a protected disclosure (as defined by PID Act) shall not be subjected to any detriment and the Staff will be made aware of this provision. The Managing Agent further declares that any provision in any contract purporting to preclude a member of its Staff from making a protected disclosure is void.

The Managing Agent shall review its whistleblowing policy and procedure on an annual basis and discuss and review with the Contract Manager.

30. HUMAN RIGHTS ACT 1998; MODERN SLAVERY ACT 2015

- 30.1. In the performance of the Services the Managing Agent shall comply with the Human Rights Act 1998 as if it was a "Public Authority" within the meaning of the Human Rights Act 1998 and where necessary, comply with any modifications to this Contract to enable the Parties to comply with such obligations.
- 30.2. The Managing Agent undertakes, warrants and represents that:
- 30.2.1 neither the Managing Agent nor any of its Staff, agents or Sub-Managing Agents has:
 - 30.2.1.1 committed an offence under the Modern Slavery Act 2015 (a "MSA Offence");
 - 30.2.1.2 been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
 - 30.2.1.3 is aware if any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;
 - 30.2.2 it shall comply with the Modern Slavery Act 2015 at all times;
 - 30.2.3 its responses to any Council modern slavery and human trafficking due diligence questionnaire are complete and accurate; and
 - 30.2.4 it shall notify the Council immediately in writing if it becomes aware or has reason to believe that it or any of its Staff, agents or Sub-Managing Agent s have breached or potentially breached any of Managing Agent's obligations under this Clause. Such notice to set out full details of the circumstances concerning the breach or potential breach of Managing Agent's obligations.
- 30.3. Any breach of clause 30.2 by the Managing Agent shall be deemed a material breach of the Contract and shall entitle the Council to terminate the Contract in accordance with Clause 37.2.2.

G. INSURANCE AND INDEMNITY

31. INSURANCE

- 31.1. Without prejudice to the general indemnity given at Clause 32 and without thereby limiting its responsibilities under this Clause 31 the Managing Agent shall take out and maintain throughout the Contract Period as a minimum the following insurance cover with a reputable insurance company:

Public Liability Insurance

- 31.1.1. Public liability insurance of a minimum of five million sterling pounds (£5,000,000) in respect of each and every claim; and

Employers Liability Insurance

31.1.2. Employers' liability insurance of a minimum of ten million sterling pounds (£10,000,000) in respect of each and every claim or such greater sum as at any time during the Contract Period is required by statute; and

Professional Indemnity Insurance

31.1.3. Professional indemnity insurance of a minimum of two million sterling pounds (£2,000,000) in respect of each and every claim.

- 31.2. In the event that such insurance cover required by this Clause 31 ceases to be available to the Managing Agent at all or on commercially reasonable rates, the Managing Agent shall notify the Council immediately and the Parties shall acting reasonably consider alternative arrangements. In the event that there are no alternative arrangements that are acceptable to the Council, the Council shall be entitled to terminate the Contract under Clause 37.
- 31.3. The Managing Agent shall supply to the Council at the Commencement Date forthwith and upon each renewal date of any relevant policy a certificate from its insurers or brokers confirming that the Managing Agent's insurance policies comply with each of the insurance requirements set out in Clauses 31.1.
- 31.4. Where this is possible for the type of insurance cover, the insurance policies shall contain an indemnity to principal clause in favour of the Council.
- 31.5. If the Managing Agent fails to comply with the requirements of this Clause 31, then without prejudice to the Council's other rights under this Contract in respect of such breach, the Council shall be entitled to obtain equivalent insurance cover for the Services on behalf of the Managing Agent and shall be entitled to recover from the Managing Agent as a debt those reasonable costs of obtaining and maintaining such cover.
- 31.6. The Council shall maintain throughout the Contract Period building insurance cover for the Council's Premises. The premium paid by the Council for such insurance shall be reimbursed by the Managing Agent within 14 days of the Council notifying the Managing Agent of the premium amount and proof of payment.
- 31.7. The Managing Agent shall use all reasonable endeavours to assist the Council with any building insurance claim.

32. LIABILITY AND INDEMNITY

- 32.1. Neither Party shall exclude or limit its own liability for:-
- 32.1.1. death or personal injury caused by its negligence, or that of its own personnel or staff (including its employees, servants, suppliers, agents, volunteers and sub-Managing Agent s);
 - 32.1.2. acts of fraud or fraudulent misrepresentation by it or its personnel or staff (including its employees, servants, suppliers, agents, volunteers and sub-Managing Agent s);
 - 32.1.3. breach of any obligations as to title implied by Section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
 - 32.1.4. any other matter where such limit or exclusion is not permitted under Legislation.

- 32.2. The Managing Agent shall be liable for and shall fully and promptly indemnify and keep indemnified the Council, its employees and agents against all liabilities, demands, proceedings, actions, damages, costs (including legal costs), losses, fines, monetary penalty notices, claims, charges, expenses and any other liabilities whatsoever in any way arising out of or in connection with the Services and/or this Contract and including but not limited to -:
- 32.2.1. any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Managing Agent , or any other loss which is caused directly or indirectly by any act or omission of the Managing Agent;
 - 32.2.2. the Managing Agent's failure to provide all or any part of the Services in accordance with the Contract or at all;
 - 32.2.3. any breach by the Managing Agent of any of the provisions of the Contract;
 - 32.2.4. the use or occupation by the Managing Agent of any of the Council's Premises;
 - 32.2.5. the use by the Managing Agent of the Council's Equipment; and
 - 32.2.6. any negligent, other tortious or fraudulent act or omission of, or breach of statutory duty by the Managing Agent.
- 32.3. The liability set out in Clause 32.2 shall, for the avoidance of doubt, include liability for third parties employed in connection with the Services so far as the management of, or instructions issued to, such third parties is the responsibility of the Managing Agent.

H. REMEDIES FOR POOR PERFORMANCE AND TERMINATION

33. FORCE MAJEURE

- 33.1. No Party shall be entitled to bring a claim for a breach of obligations under this Contract by the other Party, or incur any liability to the other Party for any losses or damages incurred by that other Party to the extent that a Force Majeure Event occurs and for that reason it is prevented from carrying out all or a material part of its obligations under this Contract by that Force Majeure Event.
- 33.2. On the occurrence of a Force Majeure Event, the Party affected shall notify the other Party within twenty-four (24) hours. Such notification shall include details of the Force Majeure Event, including evidence of its effect on the obligations of the Affected Party and any action proposed to mitigate its effect.
- 33.3. Within forty-eight (48) hours of the Force Majeure Event, 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 Force Majeure Event and facilitate the continued performance of this Contract.
- 33.4. If the Force Majeure continues for more than twenty (20) Working Days the Council shall be entitled to terminate this Contract under Clause 37.
- 33.5. This Clause 33 does not affect the Council's other rights to terminate this Contract set out in Clause 37.

34. NOT USED

35. NOT USED

36. DEFAULTS AND REMEDIES

Remedies Available to the Managing Agent:

Interest

- 36.1. In the event that any undisputed invoice correctly rendered by the Managing Agent remains unpaid by the Council after thirty (30) days the Managing Agent shall notify the Council in writing giving the Council fifteen (15) further calendar days to pay such an invoice. If the invoice remains unpaid, the Managing Agent shall be entitled to charge interest from the date on which the fifteen (15) day period expired at a rate of two per cent (2%) above the base lending rate published by the Bank of England. The Parties agree that this Clause constitutes a substantial remedy for the purposes of the Late Payments of Commercial Debts (Interest) Act 1998.

Relief from Liability

- 36.2. The Managing Agent shall not be liable to the Council for a Performance Default to the extent that it is directly caused by a breach of contract by the Council provided that the Managing Agent has notified the Council in writing as soon as it has come to the Managing Agent's attention that such an event has or will occur.

Termination by Managing Agent

- 36.3. Without prejudice to the Managing Agent's rights pursuant to this Clause 36, if the Council commits a repudiatory breach of contract, the Managing Agent shall be entitled to terminate the Contract by notice in writing provided it first notifies the Council in writing of the breach of contract, stating its intention to issue a termination notice and giving the Council a period to remedy the breach, such period being reasonable in the circumstances and, in any event not less than (twenty) 20 Working Days or such other longer period as may be reasonable in the circumstances having regard to the nature and effect of the breach. If the Council remedies the breach within such period the Managing Agent shall not be entitled to accept the repudiation and/or terminate the Contract.

Remedies available to the Council:

- 36.4. For the avoidance of any doubt, the following remedies set out in Clause 36.5 through 36.16 shall be without prejudice to the other rights and remedies of the Council.

Performance Defaults

- 36.5. In the event of a Performance Default the Council shall issue a Default Notice to the Managing Agent which shall state on its face whether, in the reasonable opinion of the Contract Manager, the Performance Default is either a Critical Performance Default or Non-Critical Performance Default. For the avoidance of doubt, a single Default Notice covering more than one Performance Default may be issued validly under this Clause 36.5.
- 36.6. If the Managing Agent disputes whether a Performance Default is a Critical Performance Default, the matter shall be referred to the Dispute Resolution Procedure and if the dispute remains unresolved, to the Courts.

Critical Performance Defaults

- 36.7. In the event that a Default Notice states that a Performance Default is a Critical Performance Default, it shall also state how and by when the Managing Agent, at its own expense, shall remedy, make good or mitigate the Performance Default. Such action and time period shall be fair, reasonable and commensurate with the nature of the Critical Performance Default and the effect that such Critical Performance Default had or continues to have on the provision of the Services and the services provided by Fellow Managing Agent s.
- 36.8. On receipt of a Default Notice stating that the Performance Default is a Critical Performance Default, the Managing Agent shall take the action required by the Default Notice at its own cost and expense within the time period set out in the Default Notice. The Managing Agent shall, in addition, attend a meeting with the Contract Manager to discuss the Performance Default and the Managing Agent shall give an assurance in writing to the Contract Manager.
- 36.9. If the Managing Agent considers that the time and/or measures stated in the Default Notice to remedy, make good or mitigate a Critical Performance Default are unreasonable or impossible to comply with, the Managing Agent shall notify the Contract Manager within two (2) working days of receipt of the Default Notice and the Parties shall attend a meeting at a chief officer and director level to discuss the matter and to agree a time period in which and measures by which the Critical Performance Default shall be remedied, made good or mitigated. Thereafter, if unresolved, the matter shall be referred to the Dispute Resolution Procedure that the Critical Performance Default shall be remedied, made good or mitigated within the time scale set out in the Default Notice.
- 36.10. If the Managing Agent fails to remedy a Critical Performance Default within the time period set out in the Default Notice (or subsequently agreed or determined) the Council may serve a Warning Notice in accordance with Clause 36.14 below.

Non-Critical Performance Defaults

- 36.11. If a Default Notice states that a Performance Default is a Non-Critical Performance Default ('Non-Critical Default Notice'), the Managing Agent shall, if requested to do so, prepare a plan (an "Action Plan") setting out the steps which the Managing Agent shall take to ensure that the Performance Default is remedied, and does not occur again, and the reasonable timescale within which the Action Plan shall be implemented. The Managing Agent shall prepare and submit the Action Plan to the Council within ten (10) Working Days, of receipt of the Default Notice.

Action Plan

- 36.12. The Action Plan for Critical Performance Defaults and Non-Critical Performance Defaults shall be submitted to the Contract Manager for his approval which shall not be unreasonably withheld or delayed. The Contract Manager shall be entitled to specify amendments to the Action Plan which the Managing Agent shall incorporate. The Managing Agent shall pay to the Council the costs of preparation of any such amendments made by the Council or the costs of preparation of the Action Plan itself or any parts of it in the event that the Action Plan is not submitted (or only submitted partially) by the Managing Agent within the timescale specified by the Council. The Managing Agent shall implement the approved Action Plan and performance by the Managing Agent will be monitored and measured in accordance with the Action Plan by both Parties.
- 36.13. Failure to submit or comply with an Action Plan shall constitute a Critical Performance Default for the purposes of this Clause 36. In the event of any doubt, inconsistency or conflict then the Council (acting reasonably) shall at its absolute discretion have the final say in respect of whether any non-compliance by the Managing Agent with an Action Plan shall constitute a Critical Performance Default or a Non-Critical Performance Default.

Escalation

36.14. If:

36.14.1. the Managing Agent fails to remedy a Non-Critical Performance Default in accordance with an Action Plan;

36.14.2. the Managing Agent fails to remedy a Critical Performance Default in accordance with the Default Notice ('Critical Default Notice') or as subsequently agreed or determined;

36.14.3. any Critical Performance Default having been remedied, occurs again; or

36.14.4. two (2) or more Critical Default Notices; eight (8) Non-Critical Default Notices or one (1) Critical Default Notice and four (4) Non-Critical Default Notices (in each case not necessarily relating to the same breach or failure) have been issued to the Managing Agent in any continuous six (6) month period;

then the Contract Manager shall be entitled to serve a warning notice (a "Warning Notice") on the Managing Agent . The Warning Notice shall state on its face that it is a Warning Notice and shall set out the measures which the Contract Manager requires the Managing Agent to take to ensure that the Performance Default(s) are remedied, do not occur again and the time scales within which the Managing Agent is to effect such measures. The Managing Agent shall comply with the terms of the Warning Notice.

36.15. In the event that the Contract Manager serves more than two (2) Warning Notices within any continuous eighteen (18) month period or the Managing Agent fails to remedy a Warning Notice within the specified timescales, the Council shall be entitled to terminate the Contract in whole or in part in accordance with the provisions of Clause 37 ("Termination").

Other Remedies

36.16. In addition to the matters set out above, if the Managing Agent commits a Performance Default (whether a Critical Performance Default or Non-Critical Performance Default) the Council shall be entitled, without prejudice to any of its rights or remedies whether in contract, tort or under statute or otherwise, to take all or any of the following measures:

36.16.1. withhold any further payments or instalments of the Price until the Managing Agent has remedied, or mitigated the Performance Default as stated in a Default Notice or Warning Notice;

36.16.2. require the Managing Agent to suspend performing the Services without compensation until the Managing Agent has remedied or mitigated the Performance Default as stated in a Default Notice or Warning Notice;

36.16.3. stop making new placement of Licensees with the Managing Agent until satisfactory resolution of the Performance Default in accordance with this Clause 36;

36.16.4. terminate existing placements of Licensees with the Managing Agent either permanently or temporarily until satisfactory resolution of the Performance Default in accordance with this Clause 36 where, in the sole opinion of the Council, it is most appropriate for the care of the Licensee to do so;

36.16.5. deduct from any future payment to the Managing Agent or from any future instalment of the Price or recover as a debt due any reasonable, justifiable and demonstrable losses, costs and expenses of the Council or any Fellow Managing Agent suffered directly as a result of the Managing Agent's Performance Default together with an administration charge of ten per cent (10%) of such sum or sums. If there is any dispute between the Council and the Managing Agent as to the amount of such deduction, the matter shall be referred to the Dispute Resolution Procedure; and

36.16.6. remedy the Performance Default itself or engage a third party to do so and to recover from the Managing Agent by way of deduction from the Price or otherwise the reasonable cost that the Council incurs in so doing.

37. TERMINATION

37.1. The Council may by notice in writing with immediate effect (or at such later date as it may specify) terminate this Contract in whole or in part if any one of the events set out in Clause 37.2 occurs.

37.2. The events are:

37.2.1. if the Managing Agent commits a Prohibited Act or otherwise breaches Clause 26;

37.2.2. if the Managing Agent breaches Clause 30.2;

37.2.3. if an express right to terminate has arisen under Clause 36;

37.2.4. if the Managing Agent:-

37.2.4.1. ceases to carry on the whole or a substantial part of its business or disposes of the whole or a substantial part of its assets which in the reasonable opinion of the Council would adversely affect the delivery of the Services;

37.2.4.2. undergoes a Change in Control;

37.2.4.3. suffers one or more of the following:

37.2.4.3.1. the appointment of a liquidator, receiver, administrative receiver or administrator;

37.2.4.3.2. insolvency or winding up within the meaning of relevant legislation;

37.2.4.3.3. having substantial distress attachment execution or other legal process levelled enforced, sued or threatened upon any of its property;

37.2.4.3.4. the suspension of any publicly offered equities;

37.2.4.3.5. the freezing of substantial assets; or

37.2.4.3.6. any other event of incapacity rendering the Managing Agent unable or potentially unable to carry out its obligations under the Contract and/or to meet any liability which may arise through the Managing Agent's negligence or breach of contract;

- 37.2.4.4. has a proposal made for a voluntary arrangement for a composition in satisfaction of debts or a scheme of arrangement of the Managing Agent's affairs approved in accordance with the Insolvency Act 1986;
- 37.2.4.5. has possession taken by or on behalf of the holders of any debentures secured by a floating charge of any property comprised in or subject to the floating charge;
- 37.2.4.6. commits a serious and material breach of contract;
- 37.2.4.7. fulfils those conditions under the Performance Mechanism which entitle the Council to terminate the Contract;
- 37.2.4.8. commits a serious breach of Clauses 8 (including the commission of any act by Staff contrary to Clause 8.9), 24, 25 or 28;
- 37.2.4.9. loses any statutory licence or certification which is required for the performance of the Services or as otherwise required by the Contract;
- 37.2.4.10. NOT USED;
- 37.2.4.11. the majority of shares carrying a right to vote in the Managing Agent or its holding or parent company are acquired by a person who is not at the Commencement Date a majority shareholder and the Council has reasonable concerns that it may suffer damage to its reputation as a result of any contractual association; and
- 37.2.4.12. the Council has reasonable grounds to consider the Managing Agent or Sub-Managing Agent working on this Contract to fall within the scope of IR35 off-payroll working through an intermediary rules;
- 37.2.4.13. is unable to provide alternative arrangements that are acceptable to the Council under Clause 31.2;
- 37.2.4.14. the Force Majeure continues for more than twenty (20) Working Days.

37.2A. The Council may give the Managing Agent written notice of its intention to terminate if it considers that a termination ground listed in section 78(2) of the Procurement Act 2023 applies. A notice of an intention to terminate under this clause must:

- 37.2A.1. set out which termination ground the Council considers applies pursuant to section 78(2) of the Procurement Act 2023 together with the Council's reasons for deciding to terminate on this basis;
- 37.2A.2. invite the Managing Agent to make representations to the Council about the existence of the termination ground and the Council's decision to terminate;
- 37.2A.3. specify the means by which, and the time by which, such representations must be made; and
- 37.2A.4. insofar as it states the Council's intention to terminate by reference to the status of a Sub-Managing Agent under section 78(2)(b) or (c) of the Procurement Act 2023, specify a time by which the Managing Agent may

terminate the Sub-Contract and, if necessary, appoint an alternative Sub-Managing Agent.

The council and its successors will honour all rights, terms, prices and fee obligations in the contract and such obligations will remain with the Councils successors (whether by reason of Local Government Reorganisation or termination otherwise) and Managing Agents as set out in this contract. For the avoidance of doubt, any termination, novation, disposal or successor will become liable for the Managing Agents Fees and the profit share for the remaining duration of the contract until its end date 30 June 2031.

- 37.2B. On expiry of the time for the Managing Agent to make representations under clause 37.2A.3. if, after considering any representations, the Council is satisfied that the termination ground applies, it may terminate the Contract with immediate effect (or at such later date as it may specify) by giving final written notice to the Managing Agent and clauses 37.7.2 and 37.8 shall apply. and by complying with 37.2a.4. in relation to payments of contractual obligations,. The council and its successors will honour all rights, terms, prices and fee obligations in the contract and such obligations will remain with the Councils successors (whether by reason of Local Government Reorganisation or termination otherwise) and Managing Agents as set out in this contract. For the avoidance of doubt, any termination, novation, disposal or successor will become liable for the Managing Agents Fees and the profit share for the remaining duration of the contract until its end date 30 June 2031
- 37.3. If the Contract is determined in part, the Price shall be adjusted to reflect fairly the Services which remain and if the Parties are unable to agree such adjustment, the matter shall be referred to the Dispute Resolution Procedure. For the avoidance of doubt the Managing Agent shall not be entitled to recover through the adjusted Price any profit that, but for the Termination, would have accrued to the Managing Agent in respect of the terminated Services.
- 37.4. The rights of the Council under this Clause 37 and Clause 38 below are in addition and without prejudice to any right that either Party may have for prior breach and to any right the Council may have against the Managing Agent for the breach, default, negligence or event leading to the Termination.
- 37.5. The remedies of the Council under this Clause (and Clause 38 below) may be exercised successively in respect of any one or more defaults by the Managing Agent.

Termination where the Court makes an order to set aside the Contract

- 37.6. In the event that this Contract is subject to a bona fide and substantive legal challenge of any nature relating to the process by which the Managing Agent was awarded this Contract (a "Legal Challenge"), then the Parties shall co-operate in good faith to determine the best way to mitigate the impact of the Legal Challenge, which may include varying some or all of the Contract and/or terminating the Contract in whole or in part.
- 37.7. In the event that this Contract is set aside by a court of competent jurisdiction:
- 37.7.1. this Contract shall be terminated and the provisions of Clause 39 shall apply; and
 - 37.7.2. the Council shall pay to the Managing Agent all sums lawfully due to the Managing Agent in consideration of its proper performance of the Services up until the date and time of the Contract being set aside. The Council shall pay such sums within thirty (30) days of the receipt by it of a correct invoice for the same from the Managing Agent.
- 37.8. The sums paid to the Managing Agent by the Council under Clause 37.7.2 above shall be in full and final settlement of the Council's liability for any loss and/or expense incurred by

the Managing Agent as a result of the Court setting this Contract aside. The Council shall have no further liability to the Managing Agent, including without limitation, in relation to any loss of profit of the Managing Agent.

38. CONSEQUENCES OF TERMINATION

- 38.1. If the Contract expires or is terminated in accordance with Clause 37, the provisions of this Clause 38 and the Exit Plan shall apply.
- 38.2. Notwithstanding the provisions of the Exit Plan, upon termination or expiry:
- 38.2.1. the Managing Agent shall forthwith cease to provide the Services;
 - 38.2.2. the Managing Agent shall submit to the Council within five (5) Working Days of termination or expiry at the Managing Agent's own cost a comprehensive status report which shall be current as at the date of submission relating to the Services;
 - 38.2.3. the Managing Agent shall cease to use the Council's Data and hand over to the Council a complete and uncorrupted version of all Council Data and all records, information, documents howsoever held and including any media used to store such data including, without limitation, correspondence with Staff, the Council's service departments, any users of the Services and any other relevant third party and anything else relating to the performance of the Services in its possession custody or control either in its then current format or in a format nominated by the Council (in which event the Council shall reimburse to the Managing Agent the Council's reasonable data conversion expenses) whether such Council Data is on hard copy or on a disk or on any computer systems;
 - 38.2.4. the Managing Agent shall return all Personal Data or destroy or dispose of it in a secure manner and in accordance with the specific instructions issued by the Council; for the avoidance of doubt, Personal Data shall include but not be limited to that data which is Personal Data and for which the Council retains its Data Controller responsibilities;
 - 38.2.5. the Managing Agent shall cease to use and return any Council Equipment (and in the event the Managing Agent fails to comply, the Council may recover possession thereof and the Managing Agent grants a licence to the Council and its authorised representatives to enter (for the purposes of such recovery) any of the Managing Agent's Premises where any such items may be held);
 - 38.2.6. the Managing Agent shall vacate any Council's Premises;
 - 38.2.7. the Managing Agent shall allow the Council and any new Managing Agent, reasonable right of access to the Managing Agent's and Sub-Managing Agent's premises, systems, procedures and Staff, where appropriate;
 - 38.2.8. the Managing Agent shall deliver to the Council upon request all information, materials and documents relating to the Services in its possession or under its control or in the possession or under the control of any permitted Sub-Managing Agent s, including any Council Data and in default of compliance with this provision, the Council may recover possession thereof and the Managing Agent grants a licence to the Council or its appointed agents to enter for the purpose of any such recovery any premises of the Managing Agent or its permitted Sub-Managing Agent s where any such documents, information

or materials may be held. For the avoidance of doubt, this material identified by this Clause shall be in an identifiable and searchable format (and include metadata) and in such form and medium as the Council may reasonably request;

38.2.9. the Council shall immediately cease to be under any obligation to make further payment to the Managing Agent until the costs, loss and/or damage to the Council resulting from or arising out of the termination shall have been calculated;

38.2.10. the Council shall have the option to purchase at book value any of the assets or equipment used by the Managing Agent solely in performance of its obligations under this Contract. Where the Council wishes to exercise this option it shall notify the Managing Agent in writing accordingly not less than twenty (20) Working Days following the date on which this Contract expires or is terminated;

38.2.11. the Managing Agent shall promptly pay in full the cost of providing the Service or having the Service provided or any part thereof as would have been provided by the Managing Agent during the remainder of the Contract Period to the extent that such cost exceeds such sums as would have been lawfully payable to the Managing Agent for providing the Services if the termination is due to an act, omission, default, negligence or breach of the Managing Agent or any of its Staff;

38.2.12. the Managing Agent shall continue to make the Managing Agent's System available to the Council for as much time as is reasonably necessary for the Services to be transferred back to the Council or to a third party and for the Council Data to be successfully migrated to the Council's systems or the systems of a third party. The Managing Agent shall give all such assistance as is reasonably required by the Council to ensure a smooth, successful and seamless transition of the Services and conversion and migration of the Council Data. Insofar as such assistance is required after the Contract has expired, the Council shall pay the Managing Agent's reasonable costs and expenses (the Council shall not pay should the Contract have been terminated in accordance with Clause 37). For the avoidance of doubt, the Managing Agent's compliance with the provisions of this Clause shall include, inter alia, assistance by the Staff, access to the Managing Agent's Systems and the provision of information and documentation; and

38.2.13. if the Contract expires or is terminated early for any reason, the Managing Agent shall immediately repay to the Council the full amount pre-paid by the Council in respect of the unexpired portion of the Contract.

38.3. If the Managing Agent is unable or fails to provide the Services or any part thereof in accordance with this Contract, the Council may itself provide or may employ and pay other persons to provide the Services or any part thereof and all costs incurred thereby may be deducted from any sums due to the Managing Agent under the Contract or shall be recoverable from the Managing Agent by the Council as a debt. The Council's right under this Clause 38.3 shall be without prejudice to any other rights or remedies which it may possess.

38.4. The Council shall be entitled in respect of any loss or damage to the Council resulting from or arising out of the termination of the Contract, to deduct the same from any sum or sums which would but for Clause 37 have been due from the Council to the Managing Agent under the Contract or any other contract or be entitled to recover the same from the Managing Agent as a debt. Such loss or damage shall include the reasonable costs to the

Council of the time spent by its officers in terminating the Contract and in making alternative arrangements for the provision of the Services or any part thereof when the total costs, loss and/or damage resulting or arising out of the termination of the Contract have been calculated and after taking into account any deduction made or to be made by the Council from any sum or sums which would but for Clause 37 have been due to the Managing Agent, any balance shown as due to the Council shall be recoverable as a debt or alternatively, the Council, subject to Clause 14, shall pay the Managing Agent any balance due to the Managing Agent.

- 38.5. Expiry or earlier termination of this Contract shall not affect the continuing rights and obligations of the Parties under Clauses 1, 2, 5, 18, 20, 21, 23, 24, 25, 31, 32, 37, 38 and 39 or under any other provision of this Contract that is expressed to survive expiry or termination or is required to give effect to expiry or termination or the consequences of such expiry or termination.
- 38.6. When the total costs, loss and/or damage resulting from or arising out of such termination as is referred to in this Clause 38 have been calculated and deducted so far as practicable from any sum or sums which would but for Clause 38 have been due to the Managing Agent, any balance shown as due to the Council shall be recoverable as a debt, or alternatively, the Council shall pay to the Managing Agent any balance shown as due to the Managing Agent.

39. EXIT AND HANDOVER ARRANGEMENTS

- 39.1. On expiry or termination of this Contract the Exit Plan shall apply and the parties shall comply with the provisions of the Exit Plan. The Managing Agent shall not charge the Council or any Replacement Managing Agents for any expenditure incurred howsoever in carrying out the handover arrangements as set out in this Clause 39 and the Exit Plan on expiry or earlier termination (or for complying with any other provisions in Clause 38 above upon termination or expiry).
- 39.2. The plan for the orderly handover of the Services to the Council or its Replacement Managing Agent following termination or expiry of this Contract shall include compliance by the Managing Agent of the provisions specified in Clause 38.
- 39.3. The Managing Agent shall forthwith upon the request of the Contract Manager, supply to the Council any information reasonably specified by the Council as being necessary for the re-tendering of this Contract.

TUPE Compliance on Termination

- 39.4. During the twelve (12) months prior to the expiry of the Contract or after the Council has given notice to terminate this Contract and within ten (10) Working Days of being requested to do so, the Managing Agent shall fully and accurately disclose to the Council any and all information in relation to all persons engaged in providing the Service including:
- 39.4.1. a list in electronic format of each employee employed by the Managing Agent in the provision of the Service including each employee's start date;
 - 39.4.2. a list of agency workers, agents and independent Managing Agent's engaged by the Managing Agent in the provision of the Services;
 - 39.4.3. the total payroll bill (i.e. total taxable pay and allowances including employer's contributions to pension schemes) of each employee included in the list to be provided under Clause 39.5.1; and

39.4.4. the terms and conditions of employment of each Transferring Employee; their age and identity; the information that must be included in the employee's written statement of employment particulars under s.1 of the Employment Rights Act 1996; information on any disciplinary procedure taken in relation to the employee or grievance procedure taken by the employee within the previous two (2) years in relation to which the ACAS code of practice on disciplinary and grievance procedures applies; information on any Court or tribunal claim brought by the employee against the transferor within the previous two (2) years and any potential claim against the transferee arising out of the employee's employment with the transferor; information about any collective agreements that will have effect after the transfer in relation to the Transferring Employee.

39.5. During the twelve (12) months prior to the expiry of the Contract or where notice to terminate this Contract for whatever reason has been given, the Managing Agent shall not without the prior written consent of the Council unless bona fide in the ordinary course of business:

39.5.1. vary or purport or promise to vary the terms and conditions of employment of any employee employed in connection with the Services;

39.5.2. materially increase or decrease the number of employees employed in connection with the Services;

39.5.3. increase the remuneration of employees;

39.5.4. assign or re-deploy any employee employed in connection with the Services to other duties unconnected with the Services; or

39.5.5. otherwise improve terms and conditions of employment of any of its employees without economic justification towards the end of the Contract Period.

I. GENERAL PROVISIONS

40. DISPUTE RESOLUTION PROCEDURE

40.1. The Parties shall each use reasonable endeavours to resolve any dispute by means of prompt bona fide discussion first between the Contract Manager and the Managing Agent's Authorised Representative. Failure to agree a settlement within five (5) Working Days shall result in the dispute being escalated to both Parties' managerial level appropriate to the dispute in question. In the event that such a dispute is not resolved within five (5) Working Days, thereafter it shall be escalated to each Parties' appropriate director for resolution. The respective directors shall meet within five (5) Working Days to resolve the dispute. Failure to reach a settlement shall invoke the rest of this Clause 40.

40.2. Nothing in this Clause 40 shall prevent the Parties from seeking from any Court of the competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.

40.3. If the dispute cannot be resolved by the Parties pursuant to Clause 40.1 the dispute may be referred to mediation pursuant to the procedure set out in Clause 40.5.

40.4. The performance of this Contract by the Managing Agent shall not be suspended, cease or be delayed by the reference of a dispute to mediation and the Managing Agent and its Staff shall comply fully with the requirements of this Contract at all times.

- 40.5. The procedure for mediation and consequential provisions relating to mediation are as follows:
- 40.5.1. a neutral adviser or mediator (“the Mediator”) shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within ten (10) Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within ten (10) Working Days from the date of the proposal to appoint a Mediator or within ten (10) Working Days of notice to either Party that he/she is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution (“CEDR”) to appoint a Mediator;
 - 40.5.2. the Parties shall within ten (10) Working Days of the appointment of the Mediator meet with him/her in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the Parties may at any stage seek assistance from CEDR to provide guidance on a suitable procedure;
 - 40.5.3. unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings;
 - 40.5.4. if the Parties reach agreement on the resolution of the dispute, the agreement shall be confirmed in writing and shall be binding on the Parties once it is signed by their duly authorised representatives; and
 - 40.5.5. failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the agreement without the prior written consent of both Parties.
- 40.6. If the Parties fail to reach agreement in the structured negotiations within sixty (60) Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the Courts.
- 40.7. Unless agreed otherwise in any mediation each Party shall bear its own costs of such mediation.

41. THE CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999

- 41.1. Save where expressly indicated under any clause or Schedule set out in this Contract, no term of the Contract shall be enforceable by or confer any benefit on any person other than the Parties.

42. LEGAL PROCEEDINGS

- 42.1. If requested to do so by the Contract Manager, the Managing Agent shall provide to the Council within the timescale set by the Contract Manager any relevant information or assistance (including but not limited to documents and statements from the Managing Agent and/or its Staff) in connection with any legal inquiry, dispute resolution or Court proceedings in which the Council may become involved or any relevant Council internal disciplinary hearing arising out of the provision of the Services or the Managing Agent’s presence on any of the Council’s Premises and shall give evidence in such inquiries, arbitration or proceedings or hearings.

- 42.2. Where the Managing Agent or any of its Staff becomes aware of any incident, accident or other matter which may give rise to a claim or legal proceedings in respect of the provision or failure to provide the Services it shall notify the Contract Manager immediately in writing. Such notification shall include all relevant information to enable the Contract Manager to investigate the matter fully.

43. PARENT COMPANY GUARANTEE

- 43.1. At the request of the Council, the Managing Agent shall provide a Parent Company Guarantee executed by its ultimate parent company or its parent company with substantial UK assets no later than ten (10) Working Days after the Commencement Date or the date of request by the Council in the event that during the Contract Period the Managing Agent becomes a subsidiary company of another organisation or in the event that the parent company of the Managing Agent which has previously entered into the Parent Company Guarantee with the Council changes.
- 43.2. For the avoidance of doubt, in the event the Council waives its requirements under Clause 43.1 above, the Council reserves the right to request that the Managing Agent provides a Parent Company Guarantee at a later stage during the Contract Period, upon which the Managing Agent shall deliver an executed Parent Company Guarantee within ten (10) Working Days of such a request.
- 43.3. Any Parent Company Guarantee provided for the purposes of this Contract must be in a form agreed and acceptable to the Council.

44. PERFORMANCE BOND

- 44.1. At the request of the Council, the Managing Agent shall provide the Performance Bond from a bank or insurer strong enough to carry the Performance Bond. The Managing Agent shall provide the executed Performance Bond to the Council no later than ten (10) Working Days of the Commencement Date (or later date if requested in writing by the Council) and failure to do this shall entitle the Council to withhold twenty five per cent (25%) of any sums due under the Contract for such time until the Managing Agent provides the Performance Bond.
- 44.2. In the event the Performance Bond expires before the end of the Contract Period, the Managing Agent shall arrange for a replacement Performance Bond or Bonds which shall be effective from the expiry date of the initial Performance Bond. The Managing Agent of any replacement Performance Bond shall be of equivalent financial strength and reputation as the Managing Agent of the initial Performance Bond.
- 44.3. Any Performance Bond provided for the purposes of this Contract must be in a form agreed and acceptable to the Council.

45. ENTIRE AGREEMENT

- 45.1. Except where expressly provided in this Contract, this Contract constitutes the entire agreement between the Parties in connection with its subject matter and supersedes all prior representations, communications, negotiations and understandings (whether oral or written) concerning the subject matter of this Contract.
- 45.2. Nothing in this Clause 45 is intended to exclude or limit liability for any statement, representation or warranty made fraudulently or to any provision of this Contract which was induced by fraud for which the remedies available shall be all those available under the law governing this Contract.

46. CONFLICT OF INTEREST

46.1. The Managing Agent shall take appropriate steps to ensure that neither it nor any of its Staff are placed in a position where there is or may be an actual conflict or a potential conflict between the pecuniary or personal interests of the Managing Agent or such persons and the duties owed to the Council under the provisions of this Contract. The Managing Agent shall disclose to the Council full particulars of any such conflict of interest which may arise and take all reasonable steps to remove any such conflict to the satisfaction of the Contract Manager.

47. LIEN OR ENCUMBRANCE

47.1. The Managing Agent shall not create, or allow any other person to create, any lien or encumbrance on any property belonging to the Council, the Council's Equipment and/or on the Council's Premises.

48. SEVERANCE

48.1. If any term, condition or provision contained in this Contract shall be held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall not affect the validity, legality or enforceability of the remaining parts of this Contract.

48.2. Pursuant to Clause 48.1, the Parties shall negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted which as nearly as possible validly gives effect to their intentions as expressed in this Contract.

49. WAIVER

49.1. The failure of either Party to insist upon strict performance of any provision of this Contract or the failure of either Party to exercise any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by this Contract.

49.2. No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with the provisions of Clause 49.

49.3. A waiver of any right or remedy arising from a breach of this Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of this Contract.

50. NOTICES

50.1. Except as otherwise expressly provided within this Contract, no notice from one Party to the other shall have any validity under this Contract unless made in writing by or on behalf of the Party concerned.

50.2. Any notice which is to be given by either Party to the other shall be given by letter (sent by hand or signed for special delivery post) such letters shall be addressed to the other Party in the manner referred to in Clause 50.3. Provided the notice is not returned as undelivered, the notice shall be deemed to have been given two (2) Working Days after the day on which the letter was hand delivered or posted or sooner where the Party acknowledges receipt of such letters. Notices under the Contract may not be sent or received by email.

50.3. For the purposes of Clause 50.2, the address of each Party shall be as follows:

50.3.1. The Council:
Strategic Director, Stevenage Borough Council, Daneshill House, Danestrete,
Stevenage SG1 1HN

50.3.2. The Managing Agent:
Wenta Business Centres Limited
The Wenta Business Centre
Colne Way
Watford, Hertfordshire
WD24 7ND

Either Party may change its address for service by serving a notice on the other Party in accordance with this Clause 50.

51. LAW AND JURISDICTION

51.1. The Parties accept the exclusive jurisdiction of the English Courts and agree that the Contract, and all non-contractual obligations and other matters arising from or connected with the Contract, are to be governed and construed according to English Law.

SCHEDULE 1

SPECIFICATION

Introduction

2.1 The Council requires a suitably qualified and experienced organisation to manage the provision of the Property Management and Business Support services at two Council owned centres: the Business and Technology Centre (BTC), Bessemer Drive, Stevenage SG1 2DX and Chells Industrial Units (CIU), The Glebe, Chells Way, Stevenage SG2 0LQ. It is paramount that the Managing Agent is highly professional and responds to the constantly changing needs of businesses in the area, by creating a highly innovative, inspiring, stimulating and enterprising environment for the businesses located at the centre and for those businesses visiting the centres, reflecting the aspirations of the Council.

2.2 Economic Context

Strategic location and Connectivity

Stevenage benefits from exceptional transport links, being just 20 minutes by rail to London's Kings Cross, with proximity to both the M25 and A1(M), and easy access to three major airports within an hour. The town has connections to four top-ten global universities and access to over 8 million skilled workers within a one-hour radius. It offers a cost-effective location compared to London and surrounding towns, providing vast economic opportunities for businesses basing operations in the town.

Stevenage is home to over 3,400 registered enterprises, with key sectors including Human Health and Social Work Activities (11,000 employees), Manufacturing (7,000), Construction (4,500), and Professional, Scientific, and Technical Services (4,500) leading the town's commercial base. In addition, Stevenage has wider growth aspirations, including a target of 15,000 new jobs by 2040. These jobs will be supported by existing and emerging opportunities, but will require robust, future-proofed infrastructure to facilitate growth, including a supportive business environment. This may involve additional investment by the council and its partners to ensure the town is resilient to future economic challenges and opportunities arising from global changes and technological advancements.

Global reputation

Stevenage leverages high-value R&D and innovation clusters of excellence, whilst supporting a diverse pool of influential and significant sectors with smart strategies to enable growth aspirations. The town continues to be a powerhouse of global excellence in aerospace, defence, space technologies, life sciences, ICT and engineering. It is home to major global players including GSK, Airbus Defence and Space, MBDA and Fujitsu all who have strategic local operations, providing high skilled labour and high value jobs.

These organisations continue to support strong commitments to the town by supporting strong investment in operations, infrastructure needs and the local skills agenda employing apprenticeships, graduates and residents to support their industry growth aspirations equally benefiting the local and national economy. This has also contributed to higher full-time salaries of those who work in Stevenage, with the median full-time salary in Stevenage at £44,033 (2024) which is higher than many towns of a similar size, the East of England and Great Britain.

Key sector strengths

Advanced manufacturing

Stevenage has strengths in advanced manufacturing, with Airbus Defence and Space hosting its UK HQ in Stevenage. The site in Stevenage is prominent in satellite engineering, space robotics and

deep-space missions with key programmes including ExoMars and Solar Obiter. Stevenage is also home to the ExoMars Rover. Stevenage also hosts MBDA, a top tier defence manufacturer focusing on complex missiles systems supporting R&D and integration testing at its site. Both organisations are heavily committed and contribute to local upskilling and offer apprenticeships and graduate schemes across their operation bases.

Stevenage supports high-value manufacturing through a vast network of engineering SMEs, precision tooling firms, and electronics providers. These suppliers feed into wider UK aerospace and life sciences supply chains. The sector also benefits from investment in innovation and prototyping facilities with investment in digital manufacturing, 3D printing, and robotics labs. North Hertfordshire College and The University are aligned with employer needs and support local businesses with both STEM talent, employer led initiatives to shape curriculums and wider educational links through assets on site including the Stevenage Innovation and Technology Centre (SITEC).

Stevenage also benefits from its cross-sector synergies between advanced manufacturing and life sciences especially in:

- Biomanufacturing and scale-up in gene therapies
Medical devices and diagnostics
- Robotics in lab automation
- Precision engineering for healthcare technologies

These collaborations have enabled innovation in hybrid fields, such as digital health, AI in drug discovery, and automated bioprocessing.

Life Sciences and innovation growth

Stevenage is strategically positioned within the UK's Golden Triangle for life sciences and the academic centres of London, Cambridge and Oxford. Stevenage's position enables companies to easily access research partners, clients, and talent from across London, Cambridge and Oxford. It enables international collaboration, talent mobility, and wider investment opportunities.

GSK has a significant R&D and manufacturing presence in Stevenage and announced ambitious expansion plans to build a £400 million life-sciences campus, potentially creating up to 5,000 highly skilled jobs over a decade. Anchored by GSK, the town is a national centre for medical research and cell and gene therapy and a leading life sciences hub. Ongoing innovation in life sciences, digital tech, and advanced manufacturing provides Stevenage with a core competitive advantage especially as global challenges and technological shifts demand new solutions.

The town hosts the largest cell and gene therapy cluster, the third globally outside of the US after Boston and San Francisco and an open innovation campus through the Stevenage Biosciences Catalyst. It is positioned as a magnet for biotech start-ups, spinouts, and international investors. Further expansion in this sector will continue to boost high-value employment and regional influence.

The Stevenage Biosciences Catalyst (SBC) provides an innovative ecosystem promoting open innovation with access to shared labs, mentorship, venture capital connections, and IP support. The cluster's collaborative culture accelerates R&D, clinical translation, and go-to-market timelines. It supports a High Potential Opportunity zone for cell and gene therapy and is a dynamic base for biosciences, hosting over 45 health innovators and over 1000 employees who thrive in its entrepreneurial culture. SBC has raised over £4bn in funding and provides world class facilities to empower start-ups. It has been a key conduit in incubating high-growth companies like Autolus, LifeArc, and Adaptimmune. Autolus, as part of its growth ambitions has invested in HQ premises in the town centre and contributed to wider regeneration plans and has wider aspirations to grow additional facilitating infrastructure on site which will pave the way for an ongoing strong pipeline of future jobs. This is instrumental in the continual growth of the sector and the ongoing changing landscape of the town centre to build economic resilience for the wider town.

Manufacturing facilities onsite include the Cell and Gene Therapy Catapult Manufacturing Centre a critical national asset, supporting clinical trials and commercial-scale production.

Emerging opportunities:

Major regeneration and infrastructure projects

Ambitious regeneration projects are underway to support regeneration and place-making across the town including revitalising town centre spaces through mixed-use developments, improved retail, leisure, co-working and lab workspace, green public realms, and high-quality residential units. This will redevelop underused buildings and transform the town and encourage additional investment leverage. There are also opportunities for would be traders and investors in leisure in the town centre, a new indoor market and additional retail space to support services and products to a growing population.

The town has and continues to benefit from public private partnerships, with key developers including the Reef Group, Muse and Mace who are actively engaged in these plans. Town centre and Station Gateway development will significantly unlock 60,000 sqm of commercial space, with 1,000 new housing units built into the pipeline by 2028 and 1500 new jobs. With advanced improvement in existing infrastructure including transport, public realm and amenities this will assist increasing local economic resilience.

Stevenage is also seeing additional investment across its conurbation with new industrial, retail and housing being developed to support growth in the town but also aligning to sectoral strengths in life sciences and advanced manufacturing and meeting the needs of a growing population.

Green economy and advanced manufacturing

Green Growth and Sustainability offer continuing opportunities for businesses in meeting national targets for 78% carbon reduction by 2035 and net-zero by 2050 alongside supporting job creation. These include in green-tech innovation, advanced materials, sustainable construction, green energy, low carbon transport and low carbon engineering all of which are aligned with national priorities. The council has also highlighted environmental and climate change themes in its ongoing regeneration plans. This significantly supports unlocking prospects for Stevenage's established manufacturing base to adopt and introduce new technologies with the right investment. Many have already started this journey with support in renewables. Targeted Sustainability support programmes are available through the council, Wenta, the Herts Growth Hub and specialised providers.

Digital and tech start-ups

There is increasing demand for digital industries, including software, fintech, medtech, agritech, built environment tech, alongside support from creative and digital agencies. Proximity to London and Cambridge is supporting this growth.

Entrepreneurship and business support

As a key location for start-up success, Stevenage benefits from strong business support networks, funding opportunities, incubation support and facilities, specialised business support services, aftercare programmes, mentoring, and flexible workspace to help nurture and actively encourage entrepreneurial growth. The Business Technology Centre along with key stakeholders including Wenta and the Herts Growth Hub are key conduits in this area and help to unlock opportunities and potential to kick start plans for business to start-up and grow aspiring businesses.

The council works closely with key stakeholders to ensure enterprise support programmes and activities align and complement existing offerings. This includes supporting pre-start and early-stage businesses through the Stevenage Business Start-up Grant to encourage the creation of sustainable new businesses, stimulate entrepreneurship and enterprise activities, innovation and job creation. Other programmes include access to workshops and stakeholder mentoring and coaching opportunities to plug in additional support, as well as specialised High Street and Retail programmes to encourage business resilience and growth opportunities.

Skilled workforce and talent pipeline

A high proportion of the Stevenage working population hold STEM degrees. Local and regional partnerships with the University of Hertfordshire and apprenticeships through the Stevenage Bioscience Catalyst help to support workforce development in biotech, pharmaceuticals, and

research. Stevenage also has excellent access to research institutions and a large skills workforce from nearby areas including London and Cambridge, within one hour travel.

Upskilling and labour market activation

Stevenage has clusters of economically inactive residents representing an untapped potential pool of workers to meet growing industries. The council is working collaboratively with key stakeholders and industry leaders through partnerships including Stevenage Works to support residents to upskill and grow its workforce, reduce unemployment numbers and raise aspirations.

The council in partnership with colleges and the University of Hertfordshire aspires to establish training programmes, vocational opportunities and apprenticeships especially in STEM and advanced manufacturing as the demand for skilled staff continues to rise.

Key stakeholder partners engage with local schools to foster talent pipeline and skills and training programmes equipping young people for emerging careers in STEM.

Community wealth building and inclusive economy

Stevenage's Inclusive Economy Charter encourages local reinvestment through access to contracts opportunities, local supply chains, climate aware development opportunities and community led initiatives which foster resilience and shared prosperity. Stevenage is continuing to see a rise in business start-ups that address social need and sustainable procurement. The council are keen to see the BTC and CIU provide both accommodation and business support services to strengthen this area and be a key player in the development and scale up of businesses in the town and those that serve local needs.

Local Plan

The Stevenage Brough Council Local Plan 2011-2031 has set a clear strategic focus on supporting economic development and jobs as part of its special vision for the town.

The plan aims to provide 7,600 new houses and employment spaces that will underpin future job creation and community facilities. The Partial Review (2024) includes PolicySP3: A strong, competitive economy which commits to allocating 140,000 m2 of additional new floor space, as well as supporting high intensity employment uses in accessible locations, close to offices and transport hubs. It also supports further development and protection of key employment areas including Gunnels Wood and Pin Green. The Plan is instrumental in ensuring Stevenage has available land and supportive infrastructure to support diverse business growth and investment.

The Stevenage Local Plan also outlines the delivery of major regeneration programmes to support ongoing revitalisation of the town centre and key assets, unlocking new commercial opportunities for both existing businesses in the town and those who are investing in the town. The Stevenage Local Plan has also ensured the strategic alignment of transportation upgrades to enhance overall investment attractiveness to encourage business innovation, growth and skills development.

Hertfordshire Futures

Stevenage is an integral player in the Hertfordshire economy, with businesses operating and thriving in each of its five key high value sectors:

- Advanced Manufacturing
- Life Sciences (cell and gene therapy cluster)
- Creative Industries (film and TV)
- Digital and Technology
- Green Industries

The county is home to leading life science firms and research hubs notably GSK and Stevenage Bioscience Catalyst both of which are based in Stevenage. Hertfordshire has a vibrant and booming film and TV ecosystem, hosting 11 out of the 13 major UK studios and is the country's top creative

hub. Stevenage's creative, hospitality and tourism economy benefits from this investment and ongoing filming opportunities across Hertfordshire. The growth of the creatives industries will further release vast opportunities and benefit from forming as part of wider supply chain for both start-ups, SMEs and those who chose to invest in the town to. Additionally, the surge in green industries will continue to provide ongoing opportunities including retrofitting and beyond

Industrial Strategy

Stevenage is well-positioned to play a pivotal role in advancing the goals of the UK's industrial strategy. The town benefits from dominant global sectors of significance alongside national strengths in areas like AI, digital technologies, and professional services. Its proximity to leading research universities and solid local base of scale-up businesses also is key. The BTC is instrumental in nurturing new business growth and providing the infrastructure and support necessary for startups and growing companies to thrive, aligning with the strategy's focus on boosting commercialisation and business dynamism.

However, the town also reflects some of the broader weaknesses the strategy seeks to address. Like many parts of the UK outside of London and the Southeast, Stevenage faces challenges related to regional growth disparities in income and underinvestment. There are acute skills shortages in key sectors like life sciences, advanced manufacturing which hampers the pace of innovation and expansion. Moreover, concerns around digital infrastructure and workforce development remain, with a clear need for improved apprenticeship schemes and talent pipelines. The BTC plays a critical role in tackling these challenges by fostering a collaborative environment where businesses, academia, and local government can work together to drive inclusive growth and innovation.

2.3 Requirement Background

Business Technology Centre (BTC)

The BTC has been in operation since 1986 and over the years has developed an excellent reputation for providing quality business accommodation and support services for a diverse range of companies to start, develop and grow in a supported business environment, delivering innovation and wide array of products and services for the local and wider economy. The BTC occupies a site of 10,800 sq. m and currently provides 6,698 sq. m of business space, with office accommodation and workshop space, along with conference and fully serviced and managed meeting room space and facilities, an on-site café and with access to a broad range of business support services available from a modern business centre. There is also additional overflow parking across the road from the BTC. The current Managing Agent has a separate contract with a private landlord and future Managing Agent's may wish to make their own arrangements to support additional parking capacity for the BTC.

The aim of the centre is to provide quality accommodation for early stage, high growth start-ups and ambitious scale up businesses to support Stevenage's global high tech knowledge economy, key sectors as recognised by Hertfordshire Futures including; advanced engineering and manufacturing including; aerospace and defence, ICT, creative industries and world class life sciences, as well as professional service companies providing support to businesses from the high tech knowledge sectors and the wider economy, food and drink businesses starting up to support future growth in the town centre and beyond. This also includes recognising regional strengths and ambitions for the town centre, including attracting new sectors to the area, recognising future trends and technologies and the opportunities these could bring to support Stevenage's overall economy.

The BTC was the first Enterprise Hub in the East of England, with funding from the regional development agency, East of England Development Agency (EEDA) and provided an aspirational asset for Stevenage businesses to start their own business, grow and employ local people. It was during this period that the Advisory Group was established to monitor the overall performance of the BTC comprising of members from the FE, HE, local business community, public and private sector business support providers including key agencies that support enterprise activity among young people, ensuring membership reflects a broad cross section of partners. The Council would like to see this group continue to support the centre's wider aims and aspirations. The BTC has grown in size since 1986, with an extension in 2008/9 providing additional accommodation to suit business

needs, including space for an incubator to nurture early-stage businesses, as well as grow on space for those looking to grow and in time grow on space for those in the incubator. There is also additional capacity at the BTC for expansion, including increasing the number of units to draw in additional income streams to the Council and the Managing Agent.

Over the years, the BTC has also brought a wide array of new businesses into the area supporting the wider supply chain of local businesses and benefitting the town's wider economy.

Chells Industrial Units (CIU)

CIU currently provides 16 single storey workshop units, between 67m² to 126m² for new and existing businesses. There are no onsite shared facilities or business support services. However, these can be accessed through the BTC. The use at the CIU is not constrained to any particular business type provided normal planning/legal/moral and statutory requirements are satisfied.

2.4 Council's Mission Statement for the BTC –

Stevenage BTC will champion the growth of new, emerging and scale-up businesses in a dynamic highly innovative, inspiring, stimulating and well-connected enterprising environment where ideas thrive, people gain future-ready skills, and collaboration drives success. By connecting talent, technology, and opportunity, we support inclusive economic development —building a resilient and forward-looking progressive business community.

2.5 The Overall Scope of the Contract

The aim of the Contract is to provide quality practical, business accommodation for both office and light industrial use including the cost of utilities, business services; reception, security, telephony, on-site parking – subject to availability, high quality fully serviced and managed meeting room and space facilities and an on-site café at the BTC. The Contract also aims to provide quality practical business accommodation for light industrial use, with on-site parking at the CIU. This also includes providing a broad range of specialised business support and advice services delivered at the BTC for early stage, high growth start-up and ambitious scale up businesses to accelerate growth in a supported business environment and to manage the BTC and CIU in an efficient and business-like manner to secure the optimum income level, whilst maximising the occupancy levels of the properties. The duration of the contract is five years with the option to extend for a further two years at the Council's discretion.

2.6 Contract Requirements Specification

2.6.1 Objectives of the Contract

Council's Mission Statement for the BTC - "To create an effective eco-system which fosters a culture of entrepreneurship and supports an enterprising and innovative economy, providing a dynamic and supportive environment to encourage early stage, high growth start-ups and ambitious scale up businesses to accelerate growth and succeed through flexible and tailored business support, guidance, training and strong business networks, enhancing the local and regional economy and contributing to high value job creation, making Stevenage the best place to start and grow a business."

The Council objectives for the BTC and CIU include:

Fostering a culture of entrepreneurship and supporting an enterprising and innovative economy

- To ensure the BTC supports an enterprising and innovative economy to encourage growth by creating an environment which encourages and fosters continual innovation by promoting entrepreneurial learning and the sharing of ideas, strengthening further growth of regional SMES through knowledge transfers links between businesses and Universities, HEIs, innovation centres and other research institutions, academia and public sector involvement.

- To create an open innovation and entrepreneurial community which embraces fluidity and diversity, which includes a number of passers being welcome, increasing its creative potential.
- To dynamise the innovation process through new ideas, frequent activity and outreach programmes.
- To intensify collaborative innovation activities.
- To provide an environment to support entrepreneurial activity in Stevenage.
- To encourage further innovation amongst businesses to bring new products and services to the market.

Enhancing the local and regional economy and contributing to high value job creation, making Stevenage the best place to start and grow a business

- To support Stevenage's global economy and key sectors, advanced engineering and manufacturing including aerospace and defence, ICT, creative industries and world class life sciences but also recognising future technologies including robotics, AI, autonomous mobility and the opportunities these bring and ultimately diversifying the local economy.
- To build and accelerate new industries and businesses, as well as attracting Inward Investment and retaining businesses in the area, supporting existing supply chains and spend in the local economy.
- To support spin outs and recognise the BTC as providing a holistic approach to business support, beyond just accommodation and as a valuable resource for Stevenage and Herts.
- To increase the take up of enterprise space and support on offer for local residents and for those outside of Stevenage to support the existing supply chains of Stevenage, to ensure further businesses are located in the area to support the prosperity of the area by increasing turnover and gross value added.
- To increase the level of high growth start-ups by providing support services with targeted business support.
- To improve Stevenage's image issues within its schools, workforce and amongst employers

2.6.2 Social and Economic Outputs

The Council also has a number of social and economic outputs it would like to achieve through the Contract which include:

- Supporting more residents become economically active and establish enterprises and improving the quality of life for residents
- Accountability, quality and alignment with the Council's policy ambitions
- Engagement in support services that will help improve the economic environment of the area
- Investment in targeted local service delivery that will support local residents within Stevenage
- Providing credibility to businesses at the BTC in the eyes of the customers, investors and peers
- Providing an opportunity for all to take part in Stevenage's successful economy and access sustainable employment
- Using income achieved to support further business support activities and wider regeneration aims for the town to support the wider economy

2.7 LETTINGS AND PROPERTY MANAGEMENT

Aim: To provide a dynamic and supportive environment which includes practical, quality business accommodation, with access to high quality fully serviced managed meeting room and conference space facilities, an on-site cafe at the BTC and to provide quality practical business accommodation for light industrial use at the CIU during Working Hours, 0900 to 1800 for early stage, high growth start-ups and ambitious scale up businesses to accelerate growth and succeed.

To provide property management and access to the Council premises to Licensees 24 hours, 7 days a week. To manage the BTC and CIU in an efficient and business-like manner to secure the optimum income levels whilst maximising the occupancy level of the properties, in accordance with the Managing Agents Obligations (Under the Management Contract) and in relation to the BTC, complying with the Council's Mission Statement (at Clause 2.4 of this Specification document) the Lettings and Hiring Marketing Policy (at Clause 2.7.21 of this Specification document) and the Marketing policy (at Clause 2.7.22 of this Specification document).

- 2.7.1 The BTC and CIU are owned by the Council as two separate property assets to support businesses in the area. The main objective is to provide quality managed workspace and accommodation for both office and light industrial use, including the cost of utilities and on-site parking, subject to availability through Pro-Forma Licences during Working Hours in order to support and encourage early stage, high growth business start-ups and ambitious businesses to start, develop and grow in a supported business environment in Stevenage. This also includes business services; reception, security, telephony, quality broadband provision at the BTC. The BTC and CIU are to be managed and operated as viable businesses at minimum cost to the Council and to produce a profit, as consistent with the main objective and in accordance to the principles of good estate management.
- 2.7.2 The BTC has developed in two phases; the first phase has been operating since 1986. Phase two followed the extension in 2008/9 and provides incubation and grow-on space for businesses, as well as grow-on space for those in the incubator.
- 2.7.3 The Council requires a Managing Agent to be appointed to manage both the BTC and CIU; to provide quality managed workspace and accommodation for both office and light industrial use for Licence fees at market rate which includes the cost of utilities and on-site parking subject to availability during working hours, through monthly licence agreements, for early stage, high growth start-ups and ambitious scale up businesses to accelerate growth and succeed.
- 2.7.4 The Council require the Managing Agent to provide business services at the BTC including; reception, security, telephony, virtual business services and conference facilities, quality broadband provision at minimal cost to the Council and managing the on-site café to produce an income for the Council.
- 2.7.5 The Council require the Managing Agent to be responsible for the BTC and CIU 24 hours 7 days a week.
- 2.7.6 The Council requires separate costings for both the BTC and CIU in order to appoint a Managing Agent to manage both centres.
- 2.7.7 The units and licence fees per month for the BTC and CIU are listed in Appendix 5 BTC and CIU Units and Licence Costs
- 2.7.8 The Council will retain responsibility for the repair, maintenance and replacement of matters listed as the responsibility of the Council in the Lifecycle Responsibility Replacement Matrix in Appendix 2.
- 2.7.9 The Managing Agent will be responsible for the repair, maintenance and replacement of any other matters recorded as the responsibility of the Managing Agent through the Schedule of Programmed Maintenance as listed in in Appendix 3 and Appendix 2 via budgets set by the council
- 2.7.10 The Council shall procure against capital expenditure items, as and when required, at its absolute discretion.
- 2.7.11 The Council require the Managing Agent to maintain current and accurate records of all work carried out in the provision of the Services and make these available to the Council on request.
- 2.7.12 The Council require the Managing Agent to keep a record of all Licences and make available to the Council to inspect on request.
- 2.7.13 The Managing Agent should be fully competent in all aspects of facilities management to support a modern business centre, adapting to market changes where needed to support both virtual office

Licensees and Licensees at the BTC, such as all legal requirements, including ensuring that all the legal requirements including health and safety and environmental are met.

2.7.14 The Managing Agent should demonstrate capabilities to satisfy the following requirements:

- To be fully proficient in the management and administration of the conferencing facilities at the BTC, encompassing all aspects, including the promotion, sales, bookings and event management.
- To deliver and manage a virtual office service for businesses of all sizes, which includes a registered business address, postal services and telephony support.
- To maintain the on-site café at the BTC through direct provision or contracting to a reputable and reliable provider or through direct provision, which includes providing a wide range of catering services throughout the Working Day and one which copes with fluctuations of users, ensuring that health and safety legislation is complied with.
- To be fully proficient in managing a complex telephony network and providing quality broadband provision that delivers a high-quality service to Licensees and virtual Licensees at the BTC, supporting a maximum return on income streams.

2.7.15 The Managing Agent should specify the proportion of the building classified at the BTC as unlettable, which is required for Management staff.

2.7.16 The Managing Agent is required to review all existing licences at the BTC and then to move them to the terms and conditions substantially in the form of the Pro-forma Licence for Occupation as set out in Schedule 7 or 8 of the Contract (as applicable) within a reasonable period of time and no longer than 9 months from the Contract Commencement Date.

2.7.17 Where a dispute arises between the Managing Agent and the Licensee over the new Licence terms or other matters under this Contract, the Council's decision is final pursuant to Clause 7.2.8. of the Contract

2.7.18 The Council require the Managing Agent to maintain a record of Licences entered into on behalf of the Council for all Units and to make these records available to the Council when requested by the Council.

2.7.19 The Council require the Managing Agent to carry out regular inspections of the Units to ensure that the Licensees are complying with their Licence requirements.

2.7.20 Implementation of the Council's Mission Statement (BTC)

To achieve the Mission Statement, the Council requires the Managing Agent to:

Undertake an incubator provision at the BTC, offering business space for the acceleration of entrepreneurial early stage and high growth start-ups or the accelerator approach for high growth start-ups and ambitious scale up businesses by:

- Requiring potential Licensees to demonstrate how the need for workspace at the BTC will support the acceleration and growth of their business. Requiring all Licensees to have completed the Managing Agent's financial vetting procedures including providing references and passing credit checks to demonstrate the ability to sustain the overheads.
- Ensuring structured periodic reviews with Licensees of their business strategies are held and to support businesses with further business support, guidance, training needs, access to strong business networks and referral to other stakeholders for additional support.
- Providing all incoming Licensees a licence with standard terms substantially in the form of the Licence for Occupations at Schedule 7 and ensure that these are signed by the

Licensees and by the Managing Agent on behalf of the Council.

- Offering accommodation to Licensees for a period of three to five years, with extensions to be subject to business reviews and market analysis, after agreement with the Council.

2.7.21 Lettings and Hiring Marketing Policy (BTC)

The Council require the Managing Agent to ensure:

- The Licensees at the BTC are businesses who have positively demonstrated the need for workspace at the technology centre and business support services to accelerate and grow their business in accordance with the Council's Mission Statement at Clause 2.4 of this Specification.
- That all businesses shall require workspace for office use or Research and Development falling within the Class B1 of the schedule to the Use of Classes Order, in accordance with the Local Plan.
- That they are targeting further interest from the advanced engineering and manufacturing sector including aerospace and defence, ICT, Creative Industries and life sciences, in alignment with Herts LEP key sectors identified for the area and also attracting new industries into the areas as well as adapting to change to recognise future technologies and markets, working alongside the Council to support this aspect.
- A market Licence fee shall be charged for space at the BTC, which includes business rates.
- Service charges are fully recoverable from each of the Licensees.
- A Licence fee free period of more than a month is only offered to businesses from sectors the Council would like to target for the area.
- No Licensee shall acquire more than 10% of the net area at any time, unless the Licensee is considered to be an Anchor Licensee.
- All Licensees will be provided with a Licence for Occupation based on the pro-forma at Schedule 7 and 8 and will work with the Council to ensure that the License is completed and is fit for purpose.
- That it continues to provide the My Incubator business incubation and advice service to Stevenage businesses, providing advice and support to those considering to start-up in business or those interested in developing an existing business, with continued access to hot-desking, telephony and broadband, in-house training courses and networking events and opportunities.

2.7.22 Marketing Policy (BTC)

The Council requires the Managing Agent to:

- Support a comprehensive marketing plan to promote, support and enhance the activities of the BTC through maintaining and promoting the BTC website, website analysis, social media activities, newsletter activities, PR activities, brochures with the correct BTC brand, advertising and promotion campaigns, Press Releases, media campaigns, sector based campaigns to raise awareness of existing sectors and to promote, target and attract further investment.
- Develop and foster relationships with other business/enterprise/incubation/co-working centres to maximise links, ensuring strong networks are established to support business growth and acceleration amongst BTC Licensees.
- Promote linkages with other Business/Enterprise/Incubation/Co-working centres to support Licensees at the BTC to collaborate and exchange information to support growth and acceleration.
- Ensure that the website is constantly updated and includes details of inspirational stories, successes, details of sectors and Licensees at the BTC.

- Produce, maintain, update high quality marketing material promoting the centre, supporting the BTC branding, updated and loaded on to the website to support a marketing campaign.
- Ensure that all social media activities campaigns are maintained and promote the success of Licensees and the BTC.
- Ensure regular promotional, campaigns events and initiatives are supported at the BTC and support exhibitions and events promoting the BTC to attract future Licensees.
- Ensure that news of new Licensees is shared with sitting Licensees within 7 days and are promoted within newsletters, to encourage closer collaboration with other Licensees.

2.7.23 Customer Satisfaction

The council requires the Managing Agent to build a strong relationship with all Licensees and maintain a high standard of customer standards including:

- Regular communication with Licensee informing them of significant issues affecting the level of service or the building
- Regular informal Licensee events and communications, invitation to BTC events, partner events, surgeries and specialist support.
- Regular Licensee meetings to ensure all issues, concerns are listened to and addressed and solutions provided.
- Comprehensive new Licensee inductions, with welcome packs on the broad support available from the Managing Agent and partner organisations.
- The provision of an annual customer satisfaction survey.
- Responding to complaints or queries within 48 hours and to provide a full response with 10 working days.

2.8 BUSINESS SUPPORT SERVICES (BTC)

AIM: To encourage early stage, high growth start-ups and ambitious scale up businesses to accelerate growth and succeed through flexible and tailored business support, guidance, training and strong business networks, enhancing the local and regional economy and contributing to high value job creation, making Stevenage the best place to start and grow a business.

The Council requires the Managing Agent to:

Specific objectives

- 2.8.1 Provide business support services during office hours, unless these are events that are required to take part earlier in the day or during the evening.
- 2.8.2 Assess all incoming Licensees to ensure their viability, need for workspace, ability to meet the overheads, growth projects and acceleration.
- 2.8.3 Ensure all incoming Licensees evidence their viability and the future growth potential of the business by providing bank statements, including a banker's reference and existing landlord reference.
- 2.8.4 Ensure structured periodic reviews with Licensees of their business strategies are held and to support their business with further guidance and support, training needs and referring to other stakeholders for additional support, as well as growth into external commercial premises.
- 2.8.5 To ensure the delivery of following services as set out:
- Encourage the development of networking groups in the region's key knowledge-based sectors and clusters; to assist small business members through technology collaboration; market information; access to finance and business support; training opportunities; and supply chain information
 - Link emerging knowledge-based businesses with higher education establishments, R & D centres of excellence and big industry players

- Assist small businesses to access expertise from across the region, providing support and advice in the development of new and improved products, services and business processes
- Support innovative businesses as they seek access to finance to accelerate growth and development at all stages of their lifecycle.

2.8.6 To ensure the support is flexible and tailored, adaptable to change for different sectors, recognising the diverse type of businesses including Co-operatives, Mutuals and Social Enterprises, life-cycle stages of businesses and is constantly changing in response to client and market developments.

2.8.7 To have full knowledge and understanding of public sector initiatives and policies.

2.8.8 To have full knowledge and understanding of business and finance networks.

2.8.9 To provide a counselling service with sound and impartial advice business advice, support and guidance and signposting to other agencies for specialised support include exporting, importing, innovation support and ensuring the support package is relevant to business needs.

2.8.10 To provide businesses with access to support to the following:

- an intensive accelerator programme providing training, workshops, mentoring and presentation from people who have already been through the process.
- a wide array of networks, linkages for businesses to access to support services for businesses to test products, before market entry, including support with the prototyping of products and social media.
- a free counselling service to early stage and high growth businesses and start-ups from the hard-to-reach groups, including lone parents, women returners to work, disabled, long-term unemployed, 50+, BAME groups, ex-offenders.

2.8.11 To deliver state of the art training and business support that provide skills, tools and techniques needed for business start-up and growth including leadership, management, coaching skills, innovation, influencing skills, finance, entrepreneurship, pitching skills, strategic planning, team performance, presentation skills, negotiation skills, change management, sales skills and marketing skills.

2.8.12 To provide a wide range of networking opportunities at regional, national and international level through the established networks formed with other business/enterprise/incubation/co-working centres.

2.8.13 To provide a marketplace to support client to client-to-client trading to support further connectivity, collaboration amongst clients, with events and introductions to support this including updates on new companies landing at the BTC and the reintroduction of established companies, celebrating news of occupants, through social media.

2.8.14 To provide a wide array of activities to support networking, collaboration and information exchange amongst businesses at the BTC.

2.8.15 To develop relationships with Further Education colleges, Higher Education colleges and schools with a view to providing meaningful work experience and enterprise organisations that target young people to encourage enterprise, entrepreneurialism, encouraging a younger demographic to start up a business in Stevenage.

2.8.16 To support any Council led initiatives to support enterprise, entrepreneurialism, innovation, business growth and acceleration, including grant schemes and Inward Investment to attract new industries to the area, innovation.

2.8.17 To bid for grants to support coaching and training for high growth potential businesses in Stevenage and businesses from the wider area.

2.9 BUSINESS SUPPORT SERVICES CIU

AIM: To encourage early stage, high growth start-ups and ambitious scale up businesses to accelerate growth and succeed through flexible and tailored business support, guidance, training and strong business networks, enhancing the local and regional economy and contributing to high value job creation, making Stevenage the best place to start and grow a business.

The Council requires the Managing Agent to:

- 2.9.1 Provide businesses based at the CIU with access to business support services through the BTC during office hours, unless these are events that are required to take part earlier in the day or during the evening.
- 2.9.2 Assess all incoming Licensees to ensure their viability, need for workspace, ability to meet the overheads, growth projects and acceleration.
- 2.9.3 Ensure all incoming Licensees evidence their viability and the future growth potential of the business by providing bank statements, including a banker’s reference and existing landlord reference.
- 2.9.4 To ensure the support is flexible and tailored, adaptable to change for different sectors, recognising the diverse type of businesses including Co-operatives, Mutuals and Social Enterprises, life-cycle stages of businesses and is constantly changing in response to client and market developments.
- 2.9.5 To have full knowledge and understanding of public sector initiatives and policies.
- 2.9.6 To have full knowledge and understanding of business and finance networks.
- 2.9.7 To provide a counselling service with sound and impartial advice business advice, support and guidance and signposting to other agencies for specialised support include exporting, importing, innovation support and ensuring the support package is relevant to business needs.
- 2.9.8 To provide businesses with access to support to the following:
 - a wide array of networks, linkages for businesses to access to support services for businesses to test products, before market entry, including support with the prototyping of products and social media.
 - a free counselling service to early stage and high growth businesses and start-ups from the hard-to-reach groups, including lone parents, women returners to work, disabled, long-term unemployed, 50+, BAME groups, ex-offenders.

2.10 COST INFORMATION

- 2.10.1 A Fixed Management Fee for the provision of the Services at the BTC and CIU shall be paid by the Council to the Managing Agent for the entire Contract Period.
- 2.10.2 The Managing Agent shall pay a Priority Return Income payment to the Council for the entire Contract Period. The Priority Return Income is defined in the Contract.
- 2.10.3 Both the Council and the Managing Agent shall be entitled to the Profit Share Income in such proportions as stipulated in Schedule 4 for the entire Contract. The Council’s profit share percentage shall not be less than 70%.
- 2.10.4 All payments for the above costs of Service provision shall be paid quarterly in arrears or in such other instalments are arrangements, as directed by the Council

2.11 BTC OUTPUTS REQUIRED

2.11.1 The table below stipulates the minimum level of outputs required for the BTC as required by Stevenage Borough Council.

Core Outputs	2026/27	2027/28	2028/29	2029/30	2030/31	Total
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New jobs Created	60	60	60	75	80	335
New Businesses	20	24	30	30	40	144
Businesses and Individuals supported by Counselling service.	120	120	125	130	130	625
Percentage of Business Counselling clients from hard-to-reach groups	40-50%	40-50%	40-50%	40-50%	40-50%	40-50%
Business Assists to improve performance	200	200	220	230	240	1090
Business Assists to engage in collaboration with UK Knowledge Base	10	10	10	10	10	50
Survival rate for new and supported businesses (% of businesses still trading after 12months)	85%	85%	85%	85%	85%	85%
Business Support client satisfaction levels	95%	95%	95%	95%	95%	95%
Licensee satisfaction levels *	95%	95%	95%	95%	95%	95%
Priority Return Income from the BTC and CIU to The Council	£600,000	£618,000	£636,540	£655,636	£675,305	£3,185,481

CIU Outputs

The Council requires the Managing agent to ensure that occupancy levels are maximised, as stipulated in Schedule 2 Performance Monitoring and KPI's.

*Customer Satisfaction

The Council requires the Managing Agent to build a strong relationship with all Licensees and maintain a high standard of customer standards and has included requirements, as stipulated in Schedule 2 Performance Monitoring and KPI's.

2.12 Method of Contract Monitoring

BTC

- 2.12.1 The Council will provide a Contract Manager, whose role it will be to manage the contract and will liaise with the Managing Agent to ensure delivery of the Contract. The Managing Agent will be required to provide key information to the Council in statistical and service quality measures on a quarterly and annual basis. Performance will be monitored through the Advisory Board as stipulated in Schedule 2 Performance Monitoring and KPI's.
- 2.12.2 The Council will manage the Contract on a continual basis, naming a Key Liaison Officer to liaise with the Managing Agent, and act as Contract Manager, holding regular contract monitoring meetings to ensure performance and compliance of the contract. Further details of how the Contract is to be monitored are in Schedule 2 Performance monitoring and KPI's.
- 2.12.3 The Council require the Managing Agent to continue and maintain The Advisory Board to monitor the overall performance of the BTC, with key members from the Council, Further Education, Higher

Education, local business community, public and private sector business support providers including key agencies that support enterprise activity among young people, ensuring the membership reflects a broad cross section of partners. Where members have left, to identify and appoint new Advisory Board members to the Advisory Board. Details of the Advisory Board's role is contained in Schedule 2 Performance Monitoring and KPI's

CIU

- 2.12.4 The Council requires the Managing Agent to report any issues affecting the occupancy or Licensee satisfaction to the Key Liaison Officer within the Council.
- 2.12.5 The Council requires regular reporting of who is located at CIU, changes of who has vacated and who has taken space at the CIU.
- 2.12.6 The Council would also like details of companies interested in workspace at the CIU, the sectors and how many businesses are on the waiting list.

2.13 Performance reporting

BTC

- 2.13.1 The Managing Agent will be required to produce a detailed end of year Annual Report within two months of the year end (see clause 2.11.1 of this Specification for a detailed list of core outputs for incorporation into the Annual Report).
- 2.13.2 The Council requires quarterly summary reports within one month of the end of the first three quarters, (the final quarter will be part of the Annual Report), which will be used to monitor progress against targets, and address any problem areas where there is evidence of under-performance. The Council requires the Quarterly Reports to include: -
- Marketing enquiries for accommodation at the BTC by nature of business and sector, floor space sought, whether start-up or existing business and location of enquiry.
 - BTC Licensees (and associated full time and part time job numbers) in occupancy at the start of the quarter; by nature of business and sector, floor space taken, start-up or existing.
 - Licensees (and associated full time and part time job numbers) who have moved into the BTC in the quarter; by nature of business and sector, floor space taken, annual rents, whether start-up or existing business.
 - Licensees (and associated full time and part time job numbers) who have moved out or within the BTC; by nature of business and sector, floor space taken, annual rents, whether start-up or existing business
 - Overall occupancy level percentage at the end of the quarter
 - Progress against Core Outputs as in Clause 2.11.1. of this Specification excluding Business Support client satisfaction and Licensee satisfaction
 - Management accounts

2.14 The details of outputs required for the Annual Report

- 2.14.1 Core outputs as in Clause 2.11.1 of this Specification and further details of requirements are contained in Schedule 2 Performance monitoring and KPI's

CIU

- 2.14.2 The Council requires the Quarterly Reports to include: -
- Marketing Enquiries for accommodation at the CIU by nature of business and sector, floor space sought, whether start-up or existing business, location of enquiry and details of how many people are on the waiting list.

- CIU Licensees (and associated full time and part time job numbers) in occupancy at the start of the quarter; by nature of business and sector, floor space taken, annual rent, start-up or existing.
- Licensees (and associated full time and part time job numbers) who have moved into the CIU in the quarter; by nature of business and sector, floor space taken, annual rent, whether start-up or existing business.
- Licensees (and associated full time and part time job numbers) who have moved out or within the CIU; by nature of business and sector, floor space sought, whether start-up or existing business
- Overall occupancy level percentage at the end of the quarter
- Management Accounts

2.14.3 The details of outputs required for the Annual Report

- Core outputs as in above table and further details of requirements are contained in Schedule 2 Performance monitoring and KPI's

2.15 Future Growth and future proofing income

The Council recognises that The Business and Technology Centre (BTC) faces several challenges and that it requires ongoing improvement and future investment to ensure it remains attractive, competitive, financially and environmentally sustainable and fit for purpose for the future. Key priorities include ensuring that accommodation is flexible and scalable, and that facilities are maintained to a high standard to support strong occupancy rates and utilisation.

The Council requires the Managing Agent to work collaboratively with the council to support the identification, development, implementation and delivery of future improvements and investment opportunities.

SBC and Managing Agent shall develop, a comprehensive Growth and Investment Plan. The Plan will intend to set out:

- Any new commercial and revenue-generating opportunities.
- An assessment of potential commercial opportunities emerging during the Contract Period.
- Any available evidence or market analysis identifying target sectors, customer segments, demand drivers and competitive positioning.
- Outline cost proposals for business cases to support potential investment plans.

This may include area such as

- Enhancement, reconfiguration, or development of underutilised or undeveloped spaces at the BTC.
- Developing secondary income streams.
- Opportunities for any other investments, upgrades and improvements to the BTC and Chells Industrial Units, including but not limited to, upgrades to include the improved sustainability of the building.

SBC and the managing agent will be mindful of

- Identifying risks, dependencies and expected outcomes.
- Securing Council approval for all initiatives requiring Council capital or strategic decision-making.

Once agreed, the Plan will set out roles and responsibilities will be identified and will be agreed as part of the Council's Contract Performance Review process.

SBC and the Managing Agent will agree a joint timetable of discovery and investigation of growth and investment opportunities for the first twelve months of the contract. Projects agreed will be prioritised

by SBC and implemented thereafter, according to SBC priorities and SBC resources, including any Grant making applications.

Appendices

Appendix 1 Floor Plans

Appendix 2 Lifecycle Replacement Responsibility Matrix

Appendix 3 Schedule of Programmed Maintenance

Appendix 4 Inventory of Assets and Equipment

Appendix 5 BTC and CIU Units and Licence Costs

Appendix 6 Not Used

Appendix 7 - Schedule of Conditions Survey at The Business and Technology Centre

Appendix 8 Not Used

SCHEDULE 2

PERFORMANCE MONITORING AND KEY PERFORMANCE INDICATORS

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1 Introduction

1.1 The Key Performance Indicators

1.1.1 The Key Performance Indicators are given below in section 2

1.2 Measurement

1.2.1 Measurement periods for each KPI are given within the Key Performance Indicators.

1.2.2 Please note the exact measurement **method** for each KPI will be agreed between the Managing Agent and Stevenage Borough Council through the mobilisation period/ first 6 months of the contract.

1.2.3 A formal review meeting will take place on a monthly basis. The Performance data for the previous month must be provided 10 days prior to the monthly meeting.

1.2.4 An assessment of the Key Performance Indicators is made every month to enable monitoring of performance.

1.2.5 Each KPI is to be measured to two decimal places.

1.3 Quarter Dates

1.3.1 The quarterly dates are:

30th June

30th September

31st December

31st March

1.4 Performance Management & Benchmarking

1.4.1 The use of KPIs and Benchmarking allows the Council to:

Set performance targets at the outset of the Programme

Monitor performance during the Programme

Benchmark performance to provide a basis for continuous improvement

1.4.2 There is an obligation on all Councils to collect KPI data and also to Benchmark performance with like organisations.

1.5 Development of Handbook

1.5.1 This KPI Handbook has been developed by the Council through the procurement process. All the KPIs are based around Industry Best Practice and the needs and aspirations of the Council to deliver its objectives.

1.5.2 All targets are considered by the Council to be reasonable for the delivery of the Contract.

1.6 Handbook

1.6.1 The Handbook is to be presented to the wider Supply Chain of the Managing Agent and it is important that the Managing Agent ensures that all organisations working on their behalf are fully conversant with the KPIs.

1.6.2 Each KPI is defined under the following headings: Change the below to suit your KPI's

Purpose – identifies why the KPI is being measured

Method – clearly demonstrates how the KPI is measured

Formula – identifies the calculation to be carried out to measure the performance

Inputs – provides the definitions for each of the inputs to the formula

Example – a worked example, using data, to demonstrate method of measurement

Measurement – measurement intervals

Target – the agreed target score(s) for the KPI

MLAP(Minimum Level of Acceptable Performance) – this is the minimum performance acceptable for the KPI

Scorer – defines who is responsible for collecting score/Inputs

1.7 Targets and MLAPs

1.7.1 The target and MLAP for each KPI is provided within the Key Performance Indicators.

1.7.2 The targets have been set to place performance of the contract in the top quartile across the industry.

1.7.3 The MLAPs are a score at a point below the agreed target set as a minimum benchmark for performance. Performance below the MLAP will be used in assessing performance and non-performance against the MLAP may result in termination.

1.7.4 As with other aspects of the KPIs these targets and MLAPs are open to continual review and may be amended at the discretion of the Contract Manager. There is to be a formal review of the KPIs annually to show continuous improvement.

1.8 Data Collection

1.8.1 Whilst detail on the inputs to the KPIs is provided in the Key Performance Indicators, the exact method of data collection is not defined. During the mobilisation period the method of data collection for each Input is to be agreed between the Council and the Managing Agent. Typical methods of collection are as follows:

Report from Managing Agent's system/records

Report from Council's system/records

Telephone Survey

1.8.2 The responsibility for collecting data is clearly defined. The Managing Agent has a responsibility for ensuring that data is captured in a timely manner to allow accurate reporting at the measurement intervals.

1.9 KPI Amendment

- 1.9.1 The KPI Handbook will be the responsibility of the Contract Manager for the duration of the Contract and as such they will be responsible for reviewing both the performance against the KPIs and also the effectiveness of the KPIs in delivering value and improvements to the delivery of the project.
- 1.9.2 As such, it is possible that KPIs may need to be amended, either in the way they are collected, or the targets that are set against them. Additionally, if over a period of time KPIs within the Handbook are felt to offer no value they may be removed. Similarly, additional KPIs may be added if they are felt to provide additional value.

1.10 Amendment Procedure

- 1.10.1 Any amendments shall be made at Contract review meeting and the KPI Handbook and Key Performance Indicators annotated accordingly. At the Contract Review Meeting the minutes will record an amendment to the KPI and the reason(s) for the change.
- 1.10.2 Once amended both the KPI Handbook and the Key Performance Indicators are to be re-issued to all parties, with a new issue number and date. The previous Handbook should be deleted by all Parties to avoid any potential confusion.
- 1.10.3 It is important that when the amended KPI Handbook and Key Performance Indicators are issued, all staff are made aware of this and there is duty on the Managing Agent to cascade the information within their organisation.

PERFORMANCE MONITORING

BTC Outputs Required

The table below stipulates the minimum level of outputs required for the BTC as required by Stevenage Borough Council.

Core Outputs	2026/27	2027/28	2028/29	2029/30	2030/31	Total
New jobs Created	60	60	60	75	80	335
New Businesses	20	24	30	30	40	144
Businesses and Individuals supported by Counselling service.	120	120	125	130	130	625
Percentage of Business Counselling clients from hard to reach groups	40-50%	40-50%	40-50%	40-50%	40-50%	40-50%
Business Assists to improve performance	200	200	220	230	240	1090
Business Assists to engage in collaboration with UK Knowledge Base	10	10	10	10	10	50
Survival rate for new and supported businesses (% of businesses still trading after 12months)	85%	85%	85%	85%	85%	85%
Business Support client satisfaction levels	95%	95%	95%	95%	95%	95%
Licensee satisfaction levels *	95%	95%	95%	95%	95%	95%
Priority Return Income from the BTC and CIU to The Council	£600,000	£618,000	£636,540	£655,636	£675,305	£3,185,481

CIU Outputs

The Council requires the Managing Agent to ensure that occupancy levels are maximised.

*Customer Satisfaction

The Council requires the Managing Agent to build a strong relationship with all Licensees and maintain a high standard of customer standards including:

Regular communication with Licensees informing them of significant issues affecting the level of service or the building.

Regular tenant meetings to ensure all issues, concerns are listened to and addressed and solutions provided.

Responding to complaints or queries within 48 hours and to provide a full response with 10 working days.

Method of Contract Monitoring

BTC

The Council requires the Managing Agent to provide key information to Stevenage Borough Council, with details of statistical and service quality measures on a quarterly and annual basis.

The Council will manage the contract on a continual basis, naming a Key Liaison Officer to liaise with the Managing Agent, and act as Contract Manager, holding regular contract monitoring meetings to ensure performance and compliance of the contract.

The Managing Agent will provide an external audit of all management accounts to be provided to the Council. This audit will be undertaken by a nominated firm of Chartered Accountants.

The Council will have the right to carry out on site visits, customer evaluation surveys and inspection of working records, including records of Licensees occupying space in the centre, void/empty units, Licence Agreements in place, income and expenditure for the purpose of checking the quality of service, outputs achieved by the centre and the accuracy of the underlying data of the reports to be provided

Stevenage Borough Council requires the Managing Agent to provide access to the Homes England, as EEDA's successor, as per the funding agreement to support evaluation and audits of the BTC.

Stevenage Borough Council will address any underperformance and issues arising through discussions with the Managing Agent.

Stevenage Borough Council require the Managing Agent to continue and maintain The Advisory Board to monitor the overall performance of the Centre, with key members from Stevenage Borough Council, FE, HE, local business community, public and private sector business support providers including key agencies that support enterprise activity among young people, ensuring membership reflects a broad cross section of partners. Where members have left, to identify and appoint new Advisory Board members to the Advisory Board.

The Advisory Board will:

- Receive the quarterly and annual reports, evaluation results and any other reports from the Managing Agent or Key Liaison Officers
- Monitor the progress against key targets and address any issues or under - performance

- Provide expert guidance and support on key strategy approaches such as business emphasis, alignment with other strategies
- Act as ambassadors and champions for the BTC
- Recommend to the Council and Managing Agent adjustments, initiatives to support the current offer in terms of operation, outputs and outcomes
- Support the skills agenda including supporting – issues of upskilling, skills shortages, apprenticeships through Hertfordshire Futures.
- Ensuring that the centre and activities support and reflect the needs of the overall economy of the town and sub-region

CIU

Stevenage Borough Council requires the Managing Agent to report any issues affecting the occupancy or tenant satisfaction to the Key Liaison Officer within the Council.

Stevenage Borough Council requires regular reporting of who is located at CIU, changes of who has vacated and who has taken space at the CIU.

Stevenage Borough Council would also like details of companies interested in workspace at the CIU, the sectors and how many businesses are on the waiting list.

Performance reporting

BTC

The Managing Agent will be required to produce a detailed end of year Annual Report within two months of the year end with a detailed list of outputs for incorporation into the Annual Report.

The Council requires quarterly summary reports within one month of the end of the first three quarters, (the final quarter will be part of the Annual Report), which will be used to monitor progress against targets, and address any problem areas where there is evidence of under-performance. The Council requires the Quarterly Reports to include:-

- Marketing Enquiries for accommodation at the BTC by nature of business and sector, floor space sought, whether start-up or existing business and location of enquiry.
- BTC Licensee (and associated full time and part time job numbers) in occupancy at the start of the quarter; by nature of business and sector, floor space taken, start-up or existing.

- Licensee (and associated full time and part time job numbers) who have moved into the BTC in the quarter; by nature of business and sector, floor space taken, annual rents, whether start-up or existing business.
- Licensee (and associated full time and part time job numbers) who have moved out or within the BTC; by nature of business and sector, floor space taken, annual rents, whether start-up or existing business
- Overall occupancy level percentage at the end of the quarter
- Progress against Core Outputs, excluding Business Support client satisfaction and tenant satisfaction
- Management accounts
- Number of training events provided

The details of outputs required for the Annual Report

- Core outputs as in above table
- Annual Management Accounts
- High value jobs created
- Stevenage residents supported at the BTC
- Percentage occupancy levels at the BTC
- The numbers of full and part-time employees at the BTC
- Licensees who have moved out of the BTC into larger premises
- Licensees who have moved to larger units at the BTC
- Businesses within the BTC who have merged
- Businesses returned to working from home
- The number of businesses who have been Licensee at the BTC and nature of business
- Any additional public sector financial assistance leveraged
- Businesses attracted to the region
- Businesses failed
- Business related training places
- Key business sector and cluster groups supported
- Identifying links with other similar business/incubation//innovation centres or enterprise hubs
- Any business awards
- Websites created/enhanced
- List of businesses in the Incubator
- Demographic of businesses to ensure the BTC encourages and supports a younger demographic of start-up businesses
- Business enquiries, types of accommodation requests and details of enquiries, where the BTC cannot provide accommodation
- Survival rate for businesses beyond 3 years
- Number of training events
- Businesses leveraging other public/private investment grants

- Where business Assists with UK Knowledge Base, the outcome of the assist
- Profile of the demographic, encouraging a younger demographic for the centre and more campaigns aimed at younger entrepreneurs, incentives, targeting through channels
- Details of businesses moving into the area from outside the area to demonstrate the success and vibrancy of the centre
- Details of businesses who have moved out and where they have gone and the reason for leaving
- Details of links between schools and the btc
- Details of CIU businesses, details of companies interested in workspace and how many people are on the waiting list.

CIU

The Council requires the Quarterly Reports to include: -

- Marketing Enquiries for accommodation at the CIU by nature of business and sector, floor space sought, whether start-up or existing business, location of enquiry and details of how many people are on the waiting list.
- CIU Licensee (and associated full time and part time job numbers) in occupancy at the start of the quarter; by nature of business and sector, floor space taken, annual rent, start-up or existing.
- Licensee (and associated full time and part time job numbers) who have moved into the CIU in the quarter; by nature of business and sector, floor space taken, annual rent, whether start-up or existing business.
- Licensee (and associated full time and part time job numbers) who have moved out or within the CIU; by nature of business and sector, floor space sought, whether start-up or existing business
- Overall occupancy level percentage at the end of the quarter
- Management Accounts

The details of outputs required for the Annual Report

- Core outputs as in above table
- High value jobs created
- Stevenage residents supported at the BTC
- Annual Management Accounts
- Percentage occupancy levels at the CIU
- The numbers of full and part-time employees at the CIU
- Licensee who have moved out of the CIU into larger premises
- Businesses returned to working from home
- Businesses attracted to the region
- Businesses failed
- Any business awards

- Survival rate for businesses beyond 3 years
- Details of businesses who have moved out and where they have gone and the reason for leaving
- Details of companies interested in workspace and how many people are on the waiting list.

SCHEDULE 3

NOT USED

SCHEDULE 4

PRICE AND PAYMENT SCHEDULE

THE PRICE AND PAYMENT SCHEDULE CONTAINS SENSITIVE COMMERCIAL INFORMATION AND HAS BEEN OMITTED/REDACTED FROM THE CONTRACT

SCHEDULE 5

NOT USED

SCHEDULE 6

NOT USED

SCHEDULE 7

PROFORMA LICENCE FOR OCCUPATION OF BTC UNIT

BTC

LICENCE TO OCCUPY

Unit No
Business & Technology Centre
Bessemer Drive
Stevenage
SG1 2DX

AN AGREEMENT TO TAKE EFFECT FROM <Licence commencement date>

BETWEEN

THE LICENSOR AND THE LICENSEE

1. Definitions

In this agreement the following expressions shall have the following meaning

- 1.1 'the Estate' the land building situated at and known as Business & Technology Centre, Bessemer Drive, Stevenage, Hertfordshire SG1 2DX
- 1.2 'the Unit' the work space designated **No. <Unit No>** at the Estate or such other area or work space that the Licensor shall designate from time to time in accordance with Clause 5(f).
- 1.3 'the Common Parts' all those parts of the Estate which are available or provided by the Licensor for general use in common by the occupiers of the Estate including without limitation the private roadways including parking spaces, yards, forecourts, entrances, halls, lobbies, stairways, landings, passages, water closets, fire escapes (if any) and other areas commonly used and further the party and other walls, fences and all gutters, sewers, drains, pipes, watercourses, ducts, channels, flues, subways, wires, cables, apparatus, conduits and any other form of media or works for the conduct, passage or transmission of any service matter or material (if any) and also including the main structure, roof and foundations of the building (including the building in which the Unit is comprised).
- 1.4 "the Licence Commencement Date"
- 1.5 'the Licence fee' £ (pounds) Plus VAT per (calendar?) month.
- 1.6 'the Licence period' the period from the date of this agreement until the date on which the Licensee's rights are determined under clause 12 and 5a.
- 1.7 "the Licensee"
- <Company>
<Home Address 1>
<Home Address 2>
<Home Address 3>
<Home City>
<Home County>
<Home Postcode>
- the Licensor' Stevenage Borough Council, Daneshill House, Danestrete, Stevenage, Hertfordshire SG1 1HN.
- 1.8 'the Managing Agent' authorised to act for and on behalf of the Licensor as stated in this Licence

2. Period of Licence

This Licence shall commence from the Licence commencement date and continue until terminated under clause 5(a) or [12] below.

3. Provision of Services

Subject to the prompt payment by the Licensee of the licence fee, the service charges and other charges provide for services, the Licensor through the Managing Agent, will provide or arrange to be provide the following services (“the Services”):

- (a) An electricity supply to the Unit subject to the electricity board rules, regulations and terms of supply. Gas heating to the unit and the maintenance and servicing of the heating. Water and sewage rates (if any). For the offices only, air conditioning to the Unit and the maintenance and servicing.
- (b) Maintenance, repair and decoration, as often as may be deemed reasonably necessary by the Licensor, of the Common Parts but not the redecoration of the interior of the Unit once it has been occupied by the Licensee.
- (c) Cleaning, as often as may be deemed necessary by the Licensor, of the Common Parts.
- (d) Removal of rubbish from the designated collection points situated on the Estate, provided that the rubbish containers supplied are for general office rubbish and **NOT** for the disposal of trade waste. The Licensee remains responsible for the disposal of trade waste, for which the Licensee must make adequate provision. Pallets, Electrical goods, furniture, chemical, glass and paint are **NOT** permitted to be disposed of at the collection points. The Licensee must make their own arrangements. Where mixed recycling and cardboard bins are available, the Licensee is to use these. All boxes must be flattened.
- (e) Telephone services (including handsets, line rental, call charges & message services) access to broadband, internet, photocopy and fax – subject to the payment of such charges as deemed reasonable and appropriate by the Licensor.
- (f) Firefighting equipment in the Common Parts, provided that the Licensee is responsible within the Unit for providing the necessary firefighting and First Aid equipment as the Licensor and/or the competent Authorities may require, and to maintain such equipment to their satisfaction and in efficient working order. All firefighting equipment must be inspected and passed as satisfactory annually by an appropriate/competent person.
- (g) Management of the Estate.
- (h) Building insurance against such risks as the Licensor deems appropriate (but excluding contents and third party liability insurance - in respect of which the Licensee must make their own arrangements).
- (i) Such other services as the Licensor shall from time to time in its absolute discretion consider expedient and appropriate provided that these additional services may be subject to additional charges.

- (j) Use of the meeting room facilities on site subject to availability and provided that booking arrangements shall be confirmed through the Reception/Administration office at the BTC.

PROVIDED THAT the Licensor will not be liable for failure or delay in the provision of the Services caused by industrial disputes, shortage of supplies, adverse weather conditions or other causes beyond the control of the Licensor including for any loss of sales or revenue related to the failure of supply by third party suppliers of services such as Internet, telephone electricity etc. and PROVIDED FURTHER that the Licensor may in its absolute discretion terminate and or vary the provision of the Services and any additional Services may be subject to additional charges.

4. Access to the Estate

- (a) The Licensee, their employees, agents and others invited may use the Common Parts for the delivery of goods and materials to and from the Unit. The Licensor reserves the right to restrict the size of vehicles entering the Estate.
- (b) The Licensee shall be permitted to occupy the Unit at all times although the Licensor reserve the right to restrict access to the Unit at any time due to an emergency or temporary interruption.
- (c) The Licensor and the Managing Agent retain control of the Unit and the Licensee has no right to exclude the Licensor or the Managing Agent from the Unit.
- (d) The Licensee shall not be permitted to enter the Unit where non payment of Licence Fee remains outstanding for 14 days after it has become due.

5. The Licence Fee

- (a) The Licensee will make payment of the Licence Fee to the Licensor during the continuance of this licence, paid monthly in advance without deduction on the **{first day }** of each month and proportionately for any period of less than a month on the first day the first such payment being for the period from and including the Licence Commencement Date to the end of the month following such date to be made on { / the **date hereof }** together with such VAT as may be chargeable on the Licence Fee. All payments due from the Licensee to the Licensor shall be made by Direct Debit. Licensees will be advised by monthly invoice of the amounts due to be collected by Direct Debit.
Payment by any other method or a returned direct debit will attract a charge of £25.00 per item. In the event of failure to pay the licence, then the licence will cease and the Licensee will immediately be required to vacate the Estate. Payment of the Licence Fee is to be to a bank account and as instructed by the Licensor from time to time
- (b) The Licensee must deposit **£<Deposit Held>** before taking up occupation of the Unit, as security for performance of these obligations under this Licence. The deposit shall be returned without interest within one calendar month of the termination date or when the Licensee leaves the Unit, (whichever happens last) less the cost of any unmet obligation. Deductions will include but will not be limited to redecoration costs and all other re-instatement costs (including if applicable carpet replacement) incurred in order to bring the unit back to an acceptable letting standard. The Licensee will be advised of the estimated deductions when the unit is inspected prior to their final day by or

on behalf of the Licensor. Where the Licensee is a limited company the Licensee hereby specifically charges such deposit as security for the performance of the Licensee's obligations under this agreement and acknowledges that the Licensor and/or Managing Agent shall be entitled to withdraw such sums as are reasonably necessary in connection with the payments as set out above.

- (c) All fees and monies payable under this Licence will, in addition bear VAT at the appropriate rate as determined by the HM Customs & Excise and will be payable by the Licensee.
- (d) The Licence Fee and deposit is reviewed annually by the Licensor. The review shall take place in January and Licensees will be notified of any increase, which shall be implemented from the 1 April of that year. The Licensor will notify the Licensee in writing at least 30 days prior to any changes to the direct debit payment.
- (e) The Licensor reserves the right to make updates, amendments or changes to this Licence which will form part of this Licence provided that reasonable prior written notice of such updates, amendments or changes shall be given to the Licensee.
- (f) Without prejudice to its rights under Clause 12, the Licensor shall be entitled at any time on giving the Licensee reasonable prior notice to require the Licensee to relocate to another Unit at the Estate and the Licensor shall endeavour to provide the Licensee with an area of similar size, convenience and facilities to that of the Unit that the Licensee is required to vacate and the Licensee shall comply with such requirement.

6. Licensee Obligations (In addition to paying the Licence fee and other payments)

The Licensee:

- (a) Must observe and comply with regulations from time to time imposed by the Licensor for the good order and conduct of the Estate and must ensure that their employees, agents and invitees also observe and comply with such regulations. The Licensee will be held responsible for any failure to comply with this requirement.
- (b) Must adequately furnish and equip the Unit in keeping with the standard of the Estate, and must not make any alterations to the Unit.
- (c) Must keep the Unit neat and tidy and free from rubbish, which must be removed daily, to the waste bins provided at the collection points. In accordance with Clause (3d).
- (d) Must not permit any goods or articles of property relating to the Licensee's business, or personal property of the Licensee, their employees or visitors to be placed or remain outside the Unit or otherwise obstruct any other part of the Estate and not to allow vehicles plant or machinery to be stored or left in the common parts and any car parking areas.
- (e) Must not damage any part of the Estate and must pay any cost incurred by the Licensor in making good any damage caused by the Licensee or their employees, agents or visitors.

- (f) The Licensor is entitled to require the Licensee to remove any employee, supplier or visitor from the Estate if the Licensor reasonably believes that it is required, having regard to the good standing and orderly conduct of the Estate and out of consideration to other Licensees.
- (g) On termination of the Licensee's right to occupy the Unit, the Licensee must remove all property from the Unit (and any other property on the Estate as a result of occupation) and bear the cost (if any) incurred by the Licensor in making good any damage caused in the course of such removal. This will be deducted from the deposit, and if the deposit is insufficient to fully cover each unit, the outstanding balance, if any, must be paid on demand.
- (h) Must not make any alterations or addition to the Unit nor move the partitioning separating the work area from other areas occupied by other Licensee.
- (i) The Licensee is responsible for the reasonable security of any 'wireless network' installed by the Licensor to prevent unauthorized public access and to comply with any fair use and acceptable use policies of the Licensor.
- (j) The Licensee must ensure their employees, agents and invitees park in the designated parking area on a first come first served basis and the benefit of any parking facility is not included or guaranteed by this Licence. The parking of any vehicle in the pedestrian access areas or loading and unloading areas is strictly prohibited and the Licensee and all other visitors to the Unit or so authorised by the Licensee must adhere to any parking controls or requests made by the Licensor relating to parking.
- (k) On the last day of occupation the Licensee must return all keys/swipe cards including any duplicates to the Licensor. Any expenses incurred by the Licensor to replace keys, cards or locks due to the break of this provision by the Licensee, will be deducted from the Licensee's deposit.
- (l) The Licensee is responsible for obtaining and complying with all local authority and statutory approvals, consents including but not restricted to planning consents, rules, regulations and requirements which affect their use of the Unit or any equipment within save that the Licensee must not apply for planning permission for the Unit without the Licensor's prior consent.
The Licensor is required by law to carry out regular fire drills and fire alarm testing and conduct a Fire Risk Assessment for the Unit. The Licensee, their employees and visitors must comply with all requests to enable the Licensor to meet these obligations including vacating their unit for fire drills to the appropriate assembly point.
- (m) The Licensee must occupy the Unit personally. The Licensee may not share it with others or let others use it. The Licensee must not sleep or allow or suffer anyone to sleep on any part of the Unit or the Estate.
- (n) The Licensee must notify the Licensor immediately of full details of their business telephone numbers, e-mail address and also any changes to their out of work contact number. It is an absolute requirement that the Licensor has an up to date, out of hours contact number for the Licensee.
- (o) The Licensee must not use the Unit for any illegal or immoral or undesirable purposes or anything other than for its purpose or use as an office/workshop in connection with the Licensee's business of :

<Type of Business> .

7. Liabilities of Respective Parties to Third Parties

- (a) The Licensee must take out all appropriate Insurance cover for the risks set out in Clause 7 (b) **before** occupation of the Unit and produce evidence to the Licensor of such insurance and premium payment and thereafter produce the insurance certificate and the receipt for the last premium to the Licensor as often as the Licensor shall reasonably request.
- (b) The Licensee will be liable for and must indemnify the Licensor against any expense liability loss claim or proceedings incurred by the Licensor arising in whatever manner from the Licensee's activities and operations and those of their employees, agents, invitees and visitors. It is the Licensee's responsibility to arrange insurance in their own name and against the risks to be insured against by the Licensee under this Clause.
- (c) The Licensor shall not be responsible to the Licensee or third parties for any loss or damage or expense, including consequential loss, to property, work in progress or stock however arising. Without prejudice to the generality of this, the Licensor shall have no liability to the Licensee or third parties in respect of any losses, (including loss of sale or profits) damage and expense caused by the Estate (including the Unit) being destroyed or damaged by fire or any other cause so that it is no longer practical to occupy and use the Unit for the purposes of this Licence or the inability for whatever reason of the Licensor to provide all or any of the services.
- (d) The Licensor shall not, except where caused by its own negligence, be responsible for death, injury or illness which may be sustained by the Licensee or any of their employees, agents, invitees or visitors or for any loss, damage or destruction to the Licensee's property or to property of any such employees, agents, invitees or visitors.

8. Energy Saving and Green Travel Plan

- (a) The Licensor reserves the right on giving reasonable written notice to the Licensee to restrict the use of energy-consuming appliances in the Unit but, in imposing such restriction the Licensor will not act unreasonably and not so that the business of the Licensee or the approved use of the Unit is materially adversely affected by such restrictions.
- (b) A Green Travel Plan is in place within the Estate and all Licensees and their employees and visitors are encouraged to take an active part in its promotion and to be supportive of its objectives.
- (c) The Licensor will obtain any required EPC for the Unit or for the Estate (as appropriate) prior to the grant of this Licence as required by legislation in force at the time.

9. Quality of Environment

- (a) The Licensor reserves the right to require the Licensee (after giving reasonable written notice) to restrict the use of tools, machinery or other equipment which are unduly noisy or create dust or disturb adjoining occupants.

- (b) Radios, televisions and sound reproduction or production systems are permitted to be used in the Unit, but noise levels must be kept within the Unit itself. The Licensor reserves the right to withdraw this if it receives significant complaints from other Licensees concerning the use of such equipment by the Licensee.
- (c) It is the Licensee's obligation to take such measures within the Unit to ensure, so far as it is reasonably practicable, that the Unit and any plant machinery or substance in the Unit is safe without risk to health and safety of employees, agents, visitors and other tenants to or on the Estate and in particular to observe the requirement of the Health and Safety legislation from time to time in respect of the same.
- (d) The Licensee must not bring on to the Estate or store in their Unit any harmful or deleterious matter or any explosive, gaseous, or dangerous substance or equipment (provided that this provision shall not prevent the Licensee from keeping such substances or small quantities as are reasonable necessary for the carrying out of the Licensee's business subject to the Licensee complying with all codes of conduct, recognised industry safety standards, and health and safety requirements).

10. Signs and Nameplates

Signs indicating the business name will be installed in the name-board provided on the entrance to the Unit, the cost of which shall be charged to the Licensee. It is not permitted to display any other sign or notice unless the Licensor specifically approves it in writing provided that this clause shall not prevent the Licensee from displaying such signs or notices as they are required by law to display.

11. Assignment

The Licence is personal to the Licensee and may not be assigned to anyone else and the rights granted to the Licensee in this Licence may only be exercised by the Licensee.

12. Termination

12.1. The Licence shall be terminated (but without prejudice to any existing claims) by written notice from the Licensor to the Licensee in the event of: -

- (a) Any serious breach by the Licensee, their employees, or visitors of the provisions of this Licence.
- (b) Failure to pay all or any of the accounts referred to in section 5 within 14 days of the due date.
- (c) If the Licensee being a Limited Company goes into compulsory or voluntary liquidation (save for the purpose of reconstruction or amalgamation) or where the Licensee is a Sole Trader or Partnership is declared bankrupt or in either case has a receiver appointed over all or any part of its property or assets or compounds with its creditors or has any execution levied on any of its property.
- (d) If the Unit or the Estate becomes incapable of occupation through fire, destruction or other reason beyond the Licensor's control.

- (e) If the Licensee is in breach of Clause 6(h) of this Licence
- (f) If the Licensee has changed the use of the Unit without the Licensor's prior written consent having been obtained or the Unit is no longer being used by the Licensee for the purpose stated at clause 6(o).
- (g) If the Licensee has not obtained all necessary local authority or statutory consents including but not restricted to planning consents required for any alteration to the Unit or the use of the Unit being carried out at the Unit.
- (h) For the purpose of redevelopment of the Estate and in which case the Licensor will give the Licensee a minimum of 6 months written notice of termination.

12.2 On termination of this Licence under any of the above provisions, howsoever determined, apart from as described in Clause 12.1 (h), the Licensee must forthwith vacate the Unit and remove all stock and property from the Estate provided that without prejudice to any other remedy for non-payment of any sums due, the Licensor shall be entitled to exercise a lien over such stock and other property of the Licensee in the Estate against payment of monies due.

12.3 If the Licensor serves notice under sub-clauses 12.1 a-g, the Licensee shall forthwith cease to carry on business and shall move out of the Unit immediately.

12.4 On termination of this Licence in accordance with Clause 12.1 (h) upon expiry of the notice the Licensee must have vacated the Unit and complied with all matters set out in Clause 12.2

12.5 The Licensor can terminate this Licence at any time for any reason upon giving the Licensor one calendar months' notice in writing sent to the Unit.

12.6 The Licensor shall be entitled to payment of all sums due and owing from the Licensee at termination. The Licensor reserves the right to charge interest at a rate of 4% above the base rate of NatWest Bank Plc on all outstanding sums from the date that the same became due until the date of actual payment.

12.7 The Licensor also reserves the right to recover all its costs including legal, debt recovery and its own administrative costs incurred in the recovery of debts due from the Licensee.

12.8 This Licence may be terminated by the Licensee upon giving the Licensor one full calendar months' notice in writing to expire on the last day of the calendar month. Notice of termination must therefore be received by the Licensor no later than on the final day of the month, prior to the month the Licence is to terminate. There are no exceptions to this requirement.

13. Nature of Licence

- (a) Nothing in this Licence shall establish any partnership or joint venture or create any relationship of landlord and tenant or create any tenancy or any other proprietary interest in the Unit or any part of the Estate what-so-ever. The Licensee must not impede in any way the officers, employees, managing agents of the Licensor, in the exercise by them of the Licensor's right to possession and control of the whole Estate including, in particular, the Unit itself and the Licensee acknowledges that the Licensor retains control and possession of the Unit and the Licensee has no right to exclude the Licensor or the Managing Agent from the Unit for any reason.

- (b) This Licence shall not be binding on the Licensor until the Licensee returns a duplicate copy of this Licence, duly signed by the Licensee and in the event that the Licensee fails to return the signed Licence within seven days of the same being provided to them, the Licensor shall be entitled to refuse to grant such Licence.

14. Previous Agreement

The terms and provisions of this Licence prevail over and override the terms of any previous agreement between the parties relating to the Unit. No additions to or variations from these arrangements will be binding on the Licensor, unless agreed in writing by the Licensor.

15. Obligations

Where more than one person incurs obligations under these arrangements, those obligations shall be deemed to be joint and several liabilities on the part of each such person and the Licence shall be read and interpreted accordingly. The Licensor only enters into this Licence at the request of the persons who have countersigned the copy of this Licence and each of those persons by their signature agrees that they will be jointly and severally liable for the performance by the Licensee of its obligations hereunder.

Signed by the Licensor and the Licensee on the date shown at the commencement of this Agreement.

SIGNED BY < >

For and on behalf of "the Licensor"

SIGNED BY < >

For and on behalf of "the Licensee"/ the Licensee

SCHEDULE 8

PROFORMA LICENCE FOR OCCUPATION OF CIU UNIT

CHELLS

LICENCE TO OCCUPY

Unit No
Chells Industrial Estate
The Glebe
Chells Way
Stevenage
SG2 0LQ

AN AGREEMENT TO TAKE EFFECT FROM <Licence commencement date>

BETWEEN

THE LICENSOR AND THE LICENSEE

1. Definitions

In this agreement the following expressions shall have the following meaning

- 1.1 'the Estate' the land building situated at and known as Chells Industrial Estate, The Glebe, Chells Way, Stevenage, Hertfordshire SG2 0LQ
- 1.2 'the Unit' the work space designated **No. <Unit No>** at the Estate or such other area or work space that the Licensor shall designate from time to time in accordance with Clause 5(f).
- 1.3 'the Common Parts' all those parts of the Estate which are available or provided by the Licensor for general use in common by the occupiers of the Estate including without limitation the private roadways including parking spaces, yards, forecourts, entrances, halls, lobbies, stairways, landings, passages, water closets, fire escapes (if any) and other areas commonly used and further the party and other walls, fences and all gutters, sewers, drains, pipes, watercourses, ducts, channels, flues, subways, wires, cables, apparatus, conduits and any other form of media or works for the conduct, passage or transmission of any service matter or material (if any) and also including the main structure, roof and foundations of the building (including the building in which the Unit is comprised).
- 1.4 "the Licence Commencement Date"
- 1.5 'the Licence fee' £ () pounds) Plus VAT per (calendar?) month .
- 1.6 'the Licence period' the period from the date of this agreement until the date on which the Licensee's rights are determined under clause 12 and 5a.
- 1.7 'the Licensee' <Company>
<Home Address 1>
<Home Address 2>
<Home Address 3>
<Home City>
<Home County>
<Home Postcode>
- the Licensor' Stevenage Borough Council, Daneshill House, Danestrete, Stevenage, Hertfordshire SG1 1HN.
- 1.8 'the Managing Agent' authorised to act for and on behalf of the Licensor as stated in this Licence

2. Period of Licence

This Licence shall commence from the Licence commencement date and continue until terminated under clause 5(a) or [12] below.

3. Provision of Services

Subject to the prompt payment by the Licensee of the licence fee, the service charges and other charges provide for services, the Licensor through the Managing Agent, will provide or arrange to be provide the following services (“the Services”):

- (a) An electricity supply to the Unit subject to the electricity board rules, regulations and terms of supply. Gas heating to the unit and the maintenance and servicing of the heating. For the offices only, air conditioning to the Unit and the maintenance and servicing.
- (b) Maintenance, repair and decoration, as often as may be deemed reasonably necessary by the Licensor, of the Common Parts but not the redecoration of the interior of the Unit once it has been occupied by the Licensee.
- (c) Cleaning, as often as may be deemed necessary by the Licensor, of the Common Parts.
- (d) Removal of rubbish from the designated collection points situated on the Estate, provided that the rubbish containers supplied are for general office rubbish and **NOT** for the disposal of trade waste. The Licensee remains responsible for the disposal of trade waste, for which the Licensee must make adequate provision. Pallets, Electrical goods, furniture, chemical, glass and paint are NOT permitted to be disposed of at the collection points. The Licensee must make their own arrangements. Where mixed recycling and cardboard bins are available, the Licensee is to use these. All boxes must be flattened.
- (e) Telephone services (including handsets, line rental, call charges & message services) access to broadband, internet, photocopy and fax – subject to the payment of such charges as deemed reasonable and appropriate by the Licensor.
- (f) Firefighting equipment in the Common Parts, provided that the Licensee is responsible within the Unit for providing the necessary firefighting and First Aid equipment as the Licensor and/or the competent Authorities may require, and to maintain such equipment to their satisfaction and in efficient working order. All firefighting equipment must be inspected and passed as satisfactory annually by an appropriate/competent person.
- (g) Management of the Estate.
- (h) Building insurance against such risks as the Licensor deems appropriate (but excluding contents and third party liability insurance - in respect of which the Licensee must make their own arrangements).
- (i) Such other services as the Licensor shall from time to time in its absolute discretion consider expedient and appropriate provided that these additional services may be subject to additional charges.

PROVIDED THAT the Licensor will not be liable for failure or delay in the provision of the Services caused by industrial disputes, shortage of supplies, adverse weather conditions or other causes beyond the control of the Licensor including for any loss of sales or revenue related to the failure of supply by third party suppliers of services such as Internet, telephone electricity etc and PROVIDED FURTHER that the Licensor may in its absolute discretion terminate and or vary the provision of the Services and any additional Services may be subject to additional charges.

4. Access to the Estate

- (a) The Licensee, their employees, agents and others invited may use the Common Parts for the delivery of goods and materials to and from the Unit. The Licensor reserves the right to restrict the size of vehicles entering the Estate.
- (b) The Licensee shall be permitted to occupy the Unit at all times although the Licensor reserve the right to restrict access to the Unit at any time due to an emergency or temporary interruption.
- (c) The Licensor and the Managing Agent retain control of the Unit and the Licensee has no right to exclude the Licensor or the Managing Agent from the Unit.
- (d) The Licensee shall not be permitted to enter the Unit where non-payment of Licence Fee remains outstanding for 14 days after it has become due.

5. The Licence Fee

- (a) The Licensee will make payment of the Licence Fee to the Licensor during the continuance of this licence, paid monthly in advance without deduction on the **{first day }** of each month and proportionately for any period of less than a month on the first day the first such payment being for the period from and including the Licence Commencement Date to the end of the month following such date to be made on { / the **date hereof }** together with such VAT as may be chargeable on the Licence Fee. All payments due from the Licensee to the Licensor shall be made by Direct Debit. Licensees will be advised by monthly invoice of the amounts due to be collected by Direct Debit.
Payment by any other method or a returned direct debit will attract a charge of £25.00 per item. In the event of failure to pay the licence, then the licence will cease and the Licensee will immediately be required to vacate the Estate. Payment of the Licence Fee is to be to a bank account as instructed by the Licensor from time to time
- (b) The Licensee must deposit **£<Deposit Held>** before taking up occupation of the Unit, as security for performance of these obligations under this Licence. The deposit shall be returned without interest within one calendar month of the termination date or when the Licensee leaves the Unit, (whichever happens last) less the cost of any unmet obligation. Deductions will include but will not be limited to redecoration costs and all other re-instatement costs (including if applicable carpet replacement) incurred in order to bring the unit back to an acceptable letting standard. The Licensee will be advised of the estimated deductions when the unit is inspected prior to their final day by or on behalf of the Licensor. Where the Licensee is a limited company the Licensee hereby specifically charges such deposit as security for the performance of the Licensee's obligations under this agreement and acknowledges that the Licensor and/or Managing Agent shall be entitled to withdraw such sums as are reasonably necessary in connection with the payments as set out above.

- (c) All fees and monies payable under this Licence will, in addition bear VAT at the appropriate rate as determined by the HM Customs & Excise and will be payable by the Licensee.
- (d) The Licence Fee and deposit is reviewed annually by the Licensor. The review shall take place in January and Licensees will be notified of any increase, which shall be implemented from the 1 April of that year. The Licensor will notify the Licensee in writing at least 30 days prior to any changes to the direct debit payment.
- (e) The Licensor reserves the right to make updates, amendments or changes to this Licence which will form part of this Licence provided that reasonable prior written notice of such updates, amendments or changes shall be given to the Licensee.
- (f) Without prejudice to its rights under Clause 12, the Licensor shall be entitled at any time on giving the Licensee reasonable prior notice to require the Licensee to relocate to another Unit at the Estate and the Licensor shall endeavour to provide the Licensee with an area of similar size, convenience and facilities to that of the Unit that the Licensee is required to vacate and the Licensee shall comply with such requirement.

6. Licensee Obligations (In addition to paying the Licence fee and other payments)

The licensee:

- (a) Must observe and comply with regulations from time to time imposed by the Licensor for the good order and conduct of the Estate and must ensure that their employees, agents and invitees also observe and comply with such regulations. The Licensee will be held responsible for any failure to comply with this requirement.
- (b) Must adequately furnish and equip the Unit in keeping with the standard of the Estate and must not make any alterations to the Unit.
- (c) Must keep the Unit neat and tidy and free from rubbish, which must be removed daily, to the waste bins provided at the collection points. In accordance with Clause (3d).
- (d) Must not permit any goods or articles of property relating to the Licensee's business, or personal property of the Licensee, their employees or visitors to be placed or remain outside the Unit or otherwise obstruct any other part of the Estate and not to allow vehicles plant or machinery to be stored or left in the common parts and any car parking areas.
- (e) Must not damage any part of the Estate and must pay any cost incurred by the Licensor in making good any damage caused by the Licensee or their employees, agents or visitors.
- (f) The Licensor is entitled to require the Licensee to remove any employee; supplier or visitor from the Estate if the Licensor reasonably believes that it is required, having regard to the good standing and orderly conduct of the Estate and out of consideration to other Licensees.
- (g) On termination of the Licensee's right to occupy the Unit, the Licensee must remove all property from the Unit (and any other property on the Estate as a result of occupation) and bear the cost (if any) incurred by the Licensor in making good any damage caused in the course of such removal. This will be

deducted from the deposit, and if the deposit is insufficient to fully cover each unit, the outstanding balance, if any, must be paid on demand.

- (h) Must not make any alterations or addition to the Unit nor move the partitioning separating the work area from other areas occupied by other Licensee.
- (i) The Licensee is responsible for the reasonable security of any 'wireless network' installed by the Licensor to prevent unauthorized public access and to comply with any fair use and acceptable use policies of the Licensor.
- (j) The Licensee must ensure their employees, agents and invitees park in the designated parking area on a first come first served basis and the benefit of any parking facility is not included or guaranteed by this Licence. The parking of any vehicle in the pedestrian access areas or loading and unloading areas is strictly prohibited and the Licensee and all other visitors to the Unit or so authorised by the Licensee must adhere to any parking controls or requests made by the Licensor relating to parking.
- (k) On the last day of occupation the Licensee must return all keys/swipe cards including any duplicates to the Licensor. Any expenses incurred by the Licensor to replace keys, cards or locks due to the break of this provision by the Licensee, will be deducted from the Licensee's deposit.
- (l) The Licensee is responsible for obtaining and complying with all local authority and statutory approvals, consents, including but not restricted to planning consents, rules, regulations and requirements which affect their use of the Unit or any equipment within save that the Licensee must not apply for planning permission for the Unit without the Licensor's prior consent.
The Licensor is required by law to carry out regular fire drills and fire alarm testing and conduct a Fire Risk Assessment for the Unit. The Licensee, their employees and visitors must comply with all requests to enable the Licensor to meet these obligations including vacating their unit for fire drills to the appropriate assembly point.
- (m) The Licensee must occupy the Unit personally. The Licensee may not share it with others or let others use it. The Licensee must not sleep or allow or suffer anyone to sleep on any part of the Unit or the Estate.
- (n) The Licensee must notify the Licensor immediately of full details of their business telephone numbers, e-mail address and also any changes to their out of work contact number. It is an absolute requirement that the Licensor has an up to date, out of hours contact number for the Licensee.
- (o) The Licensee must not use the Unit for any illegal or immoral or undesirable purposes or anything other than for its purpose or use as an office/workshop/storage in connection with the Licensee's business of :

<Type of Business> .

- (p) Where the Licensee is Licensee of more than one Unit the Licensee is required to give the Licensor 3 month's notice in writing when terminating any or all of the Units in this Licence to expire on the last day of a calendar month. Notice of termination must therefore be received by the Licensor no later than on the final day of the month 3 months prior to the month the Licence is to terminate unless a serious breach of Licence has occurred as referred to in Clause 12.1 (a)

7. Liabilities of Respective Parties to Third Parties

- (a) The Licensee must take out all appropriate Insurance cover for the risks set out in Clause 7 (b) **before** occupation of the Unit and produce evidence to the Licensor of such insurance and premium payment and thereafter produce the insurance certificate and the receipt for the last premium to the Licensor as often as the Licensor shall reasonably request.
- (b) The Licensee will be liable for and must indemnify the Licensor against any expense liability loss claim or proceedings incurred by the Licensor arising in whatever manner from the Licensee's activities and operations and those of their employees, agents, invitees and visitors. It is the Licensee's responsibility to arrange insurance in their own name and against the risks to be insured against by the Licensee under this Clause.
- (c) The Licensor shall not be responsible to the Licensee or third parties for any loss or damage or expense, including consequential loss, to property, work in progress or stock however arising. Without prejudice to the generality of this, the Licensor shall have no liability to the Licensee or third parties in respect of any losses, (including loss of sale or profits) damage and expense caused by the Estate (including the Unit) being destroyed or damaged by fire or any other cause so that it is no longer practical to occupy and use the Unit for the purposes of this Licence or the inability for whatever reason of the Licensor to provide all or any of the services.
- (d) The Licensor shall not, except where caused by its own negligence, be responsible for death, injury or illness which may be sustained by the Licensee or any of their employees, agents, invitees or visitors or for any loss, damage or destruction to the Licensee's property or to property of any such employees, agents, invitees or visitors.

8. Energy Saving and Green Travel Plan

- (a) The Licensor reserves the right on giving reasonable written notice to the Licensee to restrict the use of energy-consuming appliances in the Unit but, in imposing such restriction the Licensor will not act unreasonably and not so that the business of the Licensee or the approved use of the Unit is materially adversely affected by such restrictions.
- (b) The Licensor will obtain any required EPC for the Unit or for the Estate (as appropriate) prior to the grant of this Licence as required by legislation in force at the time.

9. Quality of Environment

- (a) The Licensor reserves the right to require the Licensee (after giving reasonable written notice) to restrict the use of tools, machinery or other equipment which are unduly noisy or create dust or disturb adjoining occupants.
- (b) Radios, televisions and sound reproduction or production systems are permitted to be used in the Unit, but noise levels must be kept within the Unit itself. The Licensor reserves the right to withdraw this if it receives significant complaints from other Licensees concerning the use of such equipment by the Licensee.

- (c) It is the Licensee's obligation to take such measures within the Unit to ensure, so far as it is reasonably practicable, that the Unit and any plant machinery or substance in the Unit is safe without risk to health and safety of employees, agents, visitors and other tenants to or on the Estate and in particular to observe the requirement of the Health and Safety legislation from time to time in respect of the same.
- (d) The Licensee must not bring on to the Estate or store in their Unit any harmful or deleterious matter or any explosive, gaseous, or dangerous substance or equipment (provided that this provision shall not prevent the Licensee from keeping such substances or small quantities as are reasonable necessary for the carrying out of the Licensee's business subject to the Licensee complying with all codes of conduct, recognised industry safety standards, and health and safety requirements).

10. Signs and Nameplates

Signs indicating the business name will be installed in the name-board provided on the entrance to the Unit, the cost of which shall be charged to the Licensee. It is not permitted to display any other sign or notice unless the Licensor specifically approves it in writing provided that this clause shall not prevent the Licensee from displaying such signs or notices as they are required by law to display.

11. Assignment

The Licence is personal to the Licensee and may not be assigned to anyone else and the rights granted to the Licensee in this Licence may only be exercised by the Licensee.

12. Termination

12.1. The Licence shall be terminated (but without prejudice to any existing claims) by written notice from the Licensor to the Licensee in the event of: -

- (a) Any serious breach by the Licensee, their employees, or visitors of the provisions of this Licence.
- (b) Failure to pay all or any of the accounts referred to in section 5 within 14 days of the due date.
- (c) If the Licensee being a Limited Company goes into compulsory or voluntary liquidation (save for the purpose of reconstruction or amalgamation) or where the Licensee is a Sole Trader or Partnership is declared bankrupt or in either case has a receiver appointed over all or any part of its property or assets or compounds with its creditors or has any execution levied on any of its property.
- (d) If the Unit or the Estate becomes incapable of occupation through fire, destruction or other reason beyond the Licensor's control.
- (e) If the Licensee is in breach of Clause 6(h) of this Licence
- (f) If the Licensee has changed the use of the Unit without the Licensor's prior written consent having been obtained or the Unit is no longer being used by the Licensee for the purpose stated at clause 6(o).

- (g) If the Licensee has not obtained all necessary local authority or statutory consents including but not restricted to planning consents required for any alteration to the Unit or the use of the Unit being carried out at the Unit.
- (h) For the purpose of redevelopment of the Estate and which case the Licensor will give the Licensee a minimum of 6 months written notice of termination.

12.2 On termination of this Licence under any of the above provisions, howsoever determined, apart from as described in Clause 12.1 (h), the Licensee must forthwith vacate the Unit and remove all stock and property from the Estate provided that without prejudice to any other remedy for non-payment of any sums due, the Licensor shall be entitled to exercise a lien over such stock and other property of the Licensee in the Estate against payment of monies due. 12.3 If the Licensor serves notice under sub-clauses 12.1 (a)- (g), the Licensee shall forthwith cease to carry on business and shall move out of the Unit immediately.

12.4 On termination of this Licence in accordance with Clause 12.1 (h) upon expiry of the notice the Licensee must have vacated the Unit and complied with all matters set out in Clause 12.2

12.5 The Licensor shall be entitled to payment of all sums due and owing from the Licensee at termination. The Licensor reserves the right to charge interest at a rate of 4% above the base rate of NatWest Bank Plc on all outstanding sums from the date that the same became due until the date of actual payment.

12.7 The Licensor also reserves the right to recover all its' costs including legal, debt recovery and its own administrative costs incurred in the recovery of debts due from the Licensee.

12.8 This Licence may be terminated by the Licensee upon giving the Licensor one full calendar months' notice in writing to expire on the last day of the calendar month. Notice of termination must therefore be received by the Licensor no later than on the final day of the month prior to the month in the month the Licence is to terminate. There are no exceptions to this requirement other than as provided in clause 6 (p).

13. Nature of Licence

- (a) Nothing in this Licence shall establish any partnership or joint venture or create any relationship of landlord and tenant or create any tenancy or any other proprietary interest in the Unit or any part of the Estate what-so-ever. The Licensee must not impede in any way the officers, employees, managing agents of the Licensor, in the exercise by them of the Licensor's right to possession and control of the whole Estate including, in particular, the Unit itself and the Licensee acknowledges that the Licensor retains control and possession of the Unit and the Licensee has no right to exclude the Licensor or the Managing Agent from the Unit for any reason.
- (b) This Licence shall not be binding on the Licensor until the Licensee returns a duplicate copy of this Licence duly signed by the Licensee and in the event that the Licensee fails to return the signed Licence within seven days of the same being provided to them, the Licensor shall be entitled to refuse to grant such Licence.

14. Previous Agreement

The terms and provisions of this Licence prevail over and override the terms of any previous agreement between the parties relating to the Unit. No additions to or variations from these arrangements will be binding on the Licensor, unless agreed in writing by the Licensor.

15. Obligations

Where more than one person incurs obligations under these arrangements, those obligations shall be deemed to be joint and several liabilities on the part of each such person and the Licence shall be read and interpreted accordingly. The Licensor only enters into this Licence at the request of the persons who have countersigned the copy of this Licence and each of those persons by their signature agrees that they will be jointly and severally liable for the performance by the Licensee of its obligations hereunder.

Signed by the Licensor and the Licensee on the date shown at the commencement of this Agreement.

SIGNED BY <

>

For and on behalf of "the Licensor"

SIGNED BY <

>

For and on behalf of "the Licensee"

SCHEDULE 9

EXIT PLAN

The Parties shall comply with the following provisions:

1. General Assistance

The Managing Agent shall provide reasonable assistance to the Council and its service providers during the migration process, such assistance to be provided at the Managing Agent's sole expense.

2. General Data

In respect of all the Personal Data and Council Data held by it, the Managing Agent shall transfer to the Council, or a third party nominated by the Council, all such Personal Data and Council Data. Such transfer shall be made in an industry standard format as agreed between the parties (acting reasonably) at such dates and times as the Council may require including (without limitation) on a staggered basis in advance of the actual date of termination or expiry including for testing purposes. The Managing Agent shall subsequent to the expiry or termination of this Contract remove all Council Data and Personal Data from its systems and those of members of its group, save as required by Law or any competent authority.

3. Payment information

In respect of any Personal Data and Council Data held by a provider of payment processing services, the Managing Agent shall procure the transfer to a third party nominated by Council which is PCI-DSS compliant the Personal Data and Council Data which comprises the payment data. Such transfer shall be made in an industry standard format as agreed between the parties (acting reasonably) and the relevant third party payment processor at such dates and times as the Council may reasonably require. The Managing Agent shall use best endeavours to procure that all such Personal Data and Council Data is removed from the systems of the provider of payment processing services subsequent to the expiry or termination of this Contract, save for as required by Law or any competent authority.

4. Intellectual Property

The Managing Agent shall provide to the Council, or shall destroy, all the Council's Intellectual Property Rights in its possession at the direction of the Council at such dates and times as the Council may require. For the avoidance of doubt this includes (without limitation) all materials, content, artwork, and other physical and digital elements of the Services and relating to the Contract whether provided by the Council or developed in the course of performance of this Contract. The Managing Agent will also at the request of the Council provide the Council with novations of any third party licence agreements entered by it.

5. Disputes

Any disputes between the parties arising in relation to the operation of the Exit Plan shall immediately be referred to the dispute resolution process in Clause 40.

SCHEDULE 10

TUPE AND PENSIONS SCHEDULE

- A.1.1 The Parties agree that the provisions of the TUPE Regulations will apply to this Contract.
- A.1.2. The Parties agree that, where the identity of a Managing Agent of any of the Service is changed pursuant to this Contract (including on expiry of the Contract Period), the change shall constitute a Relevant Transfer.
- A.1.3. On the occasion of a Relevant Transfer, the Managing Agent shall comply with its obligations under the TUPE Regulations and the Directive in respect of the Transferring Employees and the Transferring Original Employees.

A.2 Emoluments and Outgoings

- A.2.1. The Managing Agent shall be responsible for all emoluments and outgoings in respect of the Transferring Employees and the Transferring Original Employees, including without limitation all wages, holiday pay, bonuses, commission, payment of PAYE, national insurance contributions, pension contributions and otherwise, from and including the date of any Relevant Transfer.

A.3 Indemnities

- A.3.1. The Managing Agent shall indemnify the Former Managing Agent, Managing Agent and/or Replacement Managing Agent from and against all losses, costs, demands, actions, fines, penalties, awards, liabilities and expenses (including legal expenses) in connection with or as a result of any claim or demand by any Transferring Employee and any Transferring Original Employee arising out of the employment of such employee provided that this arises from any act, fault or omission of the Managing Agent on or after the date of the Relevant Transfer.
- A.3.2. The Managing Agent shall indemnify the Council from and against all losses, costs, demands, actions, fines, penalties, awards, liabilities and expenses (including legal expenses) in connection with or as a result of any claim or demand by any Transferring Employee and any Transferring Original Employees arising out of the employment of such employee provided that this arises from any act, fault or omission of the Managing Agent on or after the date of the Relevant Transfer.
- A.3.3. The Managing Agent shall indemnify and hold harmless the Former Managing Agent, Managing Agent and/or any Replacement Managing Agent from and against all losses, costs, claims, demands, actions, fines, penalties, awards, liabilities and expenses (including legal expenses) in connection with or as a result of any claim by any trade union or staff association or employee representative (whether or not recognised by the Managing Agent) in respect of all or any of the Transferring Employees and any Transferring Original Employees arising from or connected with any failure by the Managing Agent to comply with any legal obligation to such trade union, staff associations or other employee representative under the TUPE Regulations or the Directive and, whether any such claim arises or has its origin before on or after the date of the Relevant Transfer.
- A.3.4. The Managing Agent shall indemnify and hold harmless the Council from and against all losses, costs, claims, demands, actions, fines, penalties, awards, liabilities and expenses (including legal expenses) in connection with or as a result of any claim by any trade union or staff association or employee representative (whether or not recognised by the Managing Agent) in respect of all or any of the Transferring Employees and any Transferring Original

Employees) arising from or connected with any failure by the Managing Agent to comply with any legal obligation to such trade union, staff associations or other employee representative under the TUPE Regulations or the Directive and, whether any such claim arises or has its origin before on or after the date of the Relevant Transfer.

- A.3.5 The Council shall not be liable under this Clause A in the event that:-
- A.3.5.1. any information provided in Annex One (*Transferring Employees*) and/or Annex Two (*Transferring Original Employees*) for the purpose of the TUPE Regulations transpires to be inaccurate;
 - A.3.5.2. any employee of the Managing Agent who has transferred to the Managing Agent's employment under the TUPE Regulations brings a claim against the Managing Agent that relates wholly or partially to his or her employment with the Managing Agent; and/or
 - A.3.5.3. at the end of the Contract Period, if the Managing Agent does not secure a further contract with the Council.
- A.4.1. The Managing Agent shall or shall procure that any relevant Sub-Managing Agent shall ensure that all Eligible Employees are offered Appropriate Pension Provision with effect from the Relevant Transfer date up to and including the date of the expiry or earlier termination of this Contract.
- A.4.2. The provisions of Clauses A.4, and A.5 shall be directly enforceable by an affected employee against the Managing Agent or any relevant sub-Managing Agent and the Parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to the extent necessary to ensure that any affected employee shall have the right to enforce any obligation owed to such employee by the Managing Agent or Sub-Managing Agent under those Clauses in his/her own right under Section 1(1) of the Contracts Rights of Third Parties Act 1999 and Clause 41 of the Contract shall be construed accordingly.

A.5 Managing Agent Pension Scheme

- A.5.1. Where the Managing Agent or its sub-Managing Agent is prevented from offering all or some of the Eligible Employees membership or continued membership of an occupational pension scheme, the Managing Agent shall or shall procure that any relevant sub-Managing Agent shall offer the Eligible Employees membership of an occupational pension scheme with effect from the Relevant Transfer date. Such an occupational pension scheme must be established no later than three (3) months prior to the date of the Relevant Transfer.
- A.5.2. The Managing Agent shall and shall procure that each relevant sub-Managing Agent shall:
- A.5.2.1. maintain such documents and information as will be reasonably required to manage the pension rights of and aspects of any onward transfer of any person engaged or employed by the Managing Agent or any sub-Managing Agent in the provision of the Services on the expiry or termination of this Contract (including without limitation identification of the Eligible Employees);
 - A.5.2.2. promptly, and in any event within 14 Working Days of receipt of a written request, provide to the Council such documents and information mentioned in Clause

A.5.2.1, which the Council may reasonably request in advance of the expiry or termination of this Contract; and

A.5.2.3. fully cooperate (and procure that the trustees of the Managing Agent's scheme shall fully cooperate) with the reasonable requests of the Council relating to any administrative tasks necessary to deal with the pension rights of and aspects of any onward transfer of any person engaged or employed by the Managing Agent or any sub-Managing Agent in the provision of the Services on expiry or earlier termination of the Contract.

A.6 Sub-Managing Agent

A.6.1. In the event that the Managing Agent enters into any sub-contract in connection with this Contract, it shall impose obligations on its sub-Managing Agent on the same terms as those imposed on it pursuant to this Clause A.

A.6.2. The Managing Agent authorises the Council to use all the information provided pursuant to Clause A.6.1 for the purposes of its business or for informing any potential tenderer for the Services or any part thereof and shall enable and assist the Council and such other persons as the Council may determine to communicate with and meet the Staff and their trade unions or other employee representatives or staff associations as when and where the Council may determine.

A.6.3. The Council shall treat such information as Confidential Information, save as required by Law, and save that it shall be at liberty to disclose the same (on the like terms as to confidentiality) to any person invited to tender for the provision of the Service in succession to the Managing Agent.

A.6.4. The Managing Agent warrants that until the handover on the Relevant Transfer Date of the Transferring Employees and Transferring Original Employees to the Replacement Managing Agent in accordance with the provisions of this Clause A, it shall provide sufficient Staff to cover provision of the Services and failure to comply with the provision of this Clause shall result in a substantial breach of Contract by the Managing Agent and the Managing Agent shall indemnify the Council against any liability arising from failure to comply with this Clause A.6.4. For the avoidance of doubt, this Clause A.6.4 is without prejudice to any other remedies available to the Council whether under this Contract or otherwise.

Definitions

In this Schedule 10, the following terms shall bear the following meanings. All other capitalised terms shall bear the meaning attributed to them in clause 1 of the Conditions of Contract.

"Directive(s)"	means the EC Acquired Rights Directive 2001/23/EC (as amended);
"Former Managing Agent"	means any Managing Agent who provided services the same as or similar to the Services to the Council immediately prior to the Commencement Date;
"Relevant Transfer"	means a relevant transfer for the purposes of the TUPE Regulations;
"Transferring Employees"	means (as applicable):

- (i) all employees who immediately prior to the Commencement Date are assigned to the organised grouping of resources and employees to the Services and which are the subject of transfer in accordance with the Tupe Regulations and who shall transfer by the virtue of the application of the TUPE Regulations to the Managing Agent;
- (ii) all employees who immediately prior to the Service Transfer Date are assigned to the organised grouping of resources and employees to the Services and which are the subject of transfer in accordance with the TUPE Regulations and who shall transfer by the virtue of the application of the Tupe Regulations to the Replacement Managing Agent;

“Service Transfer Date” the date on which the Services transfer from the Managing Agent or Sub-Managing Agent to the Council or a Replacement Managing Agent;

“Transferring Original Employees” means the employees who previously transferred to the employment of the Former Managing Agent Managing Agent and who will transfer to the employment of the Managing Agent as a result of the application of the TUPE Regulations in relation to this Contract;

“TUPE Regulations” means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended or modified from time to time).

SCHEDULE 11

Data Protection – Specific requirements for this Contract

This schedule is to be read in conjunction with Clause 25

This Schedule is required for any Contract which includes processing personal data of Council Licensees or staff and must be completed appropriately

<p>Article 28.3 of GDPR states that the contract must include the following details about any processing of personal data undertaken: The subject matter of the Contract (brief description of the service to be provided)</p>	<p>The Council requires a suitably qualified and experienced organisation to manage the provision of the Property Management and Business Support services at the Business and Technology Centre (BTC) and Chells Industrial Units (CIU)</p> <p>The aim of the contract is to provide quality practical, business accommodation for both office and light industrial and specialised business support and advice services for early stage, high growth start-up and ambitious scale up businesses to accelerate growth in a supported business environment and to manage the BTC and CIU in an efficient and business-like manner to secure the optimum income level, whilst maximising the occupancy levels of the properties.</p>
<p>How long it is to be carried out for (length of contract including any potential extensions)</p>	<p>The duration of the Contract is five years and will commence on 1st July 2026</p>
<p>What processing is being done (describe collection, use and storage processes)</p>	<p>Processing will include collecting information on businesses who are inquiring into acquiring business accommodation at the BTC and CIU as well as those that have entered into a Licence for commercial space.</p> <p>This will also include collecting data on individuals and businesses who receive business support from the Managing Agent or take part in the different business support programs being offered at the BTC.</p> <p>Data will be recorded, organised, stored, retrieved, and used to support reports and wider analysis of the Managing Agent’s delivery of the Contract.</p>
<p>The contract purpose (Statutory function or Council service the Contract relates to)</p>	<p>To driver further business growth in Stevenage by encouraging early stage, high growth start-ups and ambitious scale up businesses to accelerate growth and succeed through flexible and tailored business support, guidance, training and strong business networks, enhancing the local and regional economy and contributing to high value job creation.</p>
<p>The type of personal data (e.g. contact details, medical records, national insurance number). List all</p>	<p>Name, Address, Date of birth, job titles, salary details, gender and employee information,</p>

<p>The categories of data subjects (children, adults, employees of the Council, service users etc)</p>	<p>The data subjects are, customers/clients, and suppliers to the Council.</p>
<p>The Managing Agent /Provider must assist the Council in meeting its obligations as Data Controller to:</p>	<p>Implement appropriate technical and organisational measures to ensure an appropriate level of security, including but not limited to encryption of data, secure transfer, confidentiality and availability of data</p> <p>This may include encryption; pseudonymisation; resilience of system and back-up of data (GDPR Article 32)</p> <p>Notify any personal data breach to the Information Commissioner Office (ICO) Describe the nature of the personal data breach including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned (GDPR Article 33)</p> <p>Communicate the personal data breach to the data subject without undue delay where required describe the nature of the personal data breach (GDPR Article 34)</p>
	<p>1. Conduct a Data Privacy Impact Assessment (PIA) in respect of any new service or proposed change to the data processed or the security surrounding its processing.</p> <p>11. Conduct a review to assess if processing is performed in accordance with the data protection impact assessment at least when there is a change of the risk represented by processing operations (GDPR Article 35)</p>
	<p>Consult the ICO with regard to a Data Privacy Impact Assessment (DPIA) where the risk identified is not sufficiently mitigated by the proposed safeguards within the DPIA.(GDPR Article 36)</p>