
<i>Invitation to quote:</i>	Liskeard Marketing & Photo Project
<i>Date advertised:</i>	26 November 2013
<i>Before submission:</i>	Queries to Tristram Besterman t.besterman@btinternet.com
<i>Submission return:</i>	To the Secretary , Liskeard_Town_team@hotmail.co.uk
<i>Mark submission:</i>	"Commission: Liskeard Marketing and Photo Project"
<i>Submission deadline:</i>	17 December 2013 (midnight)

1 Liskeard Town Team

Liskeard is one of the first twelve towns in England selected to take part in a Government scheme designed to reverse the decline of local high streets. As a designated Portas Pilot Town, Liskeard has been awarded £100,000 of public funding to regenerate the high street and increase footfall in the town. To that end, Liskeard Town Team (a non-incorporated voluntary body) is delivering events and activities that will boost trade, engage local people and visitors to Liskeard and raise the profile of the town.

The Town Team's accounting body is Cornwall Council, which ensures that the Town Team's projects are administered fairly and transparently compliant with the Council's regulations.

2 Liskeard's identity

The Town Team has established a number of working groups, each with particular responsibilities. The remit of the Identity Working Group is to deliver a fresh and future-looking shared identity that will:

- *establish* an attractive and unique identity for Liskeard as a **retail and service hub for SE Cornwall**;
- *project* a positive and trusted image of Liskeard connected to its '**offer**';
- *promote* an identity that celebrates Liskeard's **people**, sense of **place** and **position** between sea and moor;
- *engage* Liskeard's diverse **community**;
- *connect* Liskeard's rich **history** with a **forward-looking** dynamic for the town.

3 Liskeard Marketing and Photo II Project brief

3.1 The Town Team wishes to commission a promotional project with three components:

- i) Devise and deliver a creative and cost-effective **advertising campaign** to promote Liskeard primarily in Cornwall and west Devon;
- ii) Incorporate in the campaign **images from the Town Team's Photo Project 1** *Your Liskeard*, which can be viewed at <http://yourliskeard.co.uk/slides.html>
- iii) Commission and deliver a follow-on, **Photo Project 2**, from which selected images will also be incorporated in the advertising campaign.

Liskeard Marketing and Photo II Project brief *(continued)*

3.2 Images: Photo Project 1 - *Your Liskeard*

The Town Team (and its successor body) have exclusive rights to use in any way that it chooses the 35 images created in its *Your Liskeard* Photo Project 1. Copyright in these images remains with the Liskeard-based photographer, Stephen Tolfrey at Studio Wallop <http://studiowallop.com/> These will be available from Tristram Besterman at both high resolution (300dpi) and low resolution, suitable for web-based media, on disk along with the video responses from each trader to the question "Why here?" <http://vimeo.com/69947383>

3.3 Images: Photo Project 2 – new commission

The contractor appointed to deliver the Liskeard Marketing and Photo Project 2 will be expected to adopt a similar approach to *Your Liskeard* Photo Project 1 and of comparable quality and originality, with the Town Team (and its successor body) having sole rights of use in the images delivered.

The Photo 2 component of the contract will be expected to generate between 10 and 20 new images at low and high resolution, also capturing the subjects' response to the question, "Why Liskeard?". In selecting subjects for the Photo II project, priority will be given to independent traders who did not participate in *Your Liskeard* Photo I, together with invitations to a limited number of the national chains (e.g. the Co-Op, Boots, Johnsons Dry Cleaners, ATS, Superdrug, etc.) to be involved. For the latter the challenge will be to generate engaging images that depart from the standard 'corporate' shot.

The Town Team has also decided that Liskeard's attractive built environment (particularly Barras Street, The Parade, Fore Street and Pike Street) should be captured in images that not only celebrate the architecture but also draw attention to the presence in the town of some of the other service providers, such as banks, library, museum, etc.

3.4 Advertising campaign

The contractor appointed will devise and deliver a creative advertising campaign, agreed with the client, that draws on the images generated in the two photographic projects that will maximise impact and exposure and promote an image of Liskeard as a retail destination of choice in the region. All forms of media, social, IT, broadcast and print can be considered, and the more imaginative and original the means the better. A demonstration of the contractor's understanding of the optimal way to penetrate defined market segments and ensuring value for money will be essential.

3.5 Liaison and reporting

The appointed contractor will be expected to:

- report progress on a monthly basis to Tristram Besterman and to attend meetings of the **Town Team Executive Board** when requested (a maximum of three);
- liaise with Rachael Yarrow, who leads on the development of the Town Team website for the means of posting images on-line by the end of the project.
- Work with Mr P. Vallance¹ of the Co-Op, to maximise value for money and negotiate the most favourable rates for poster sites.

¹ Pete Vallance, Democratic Services & Membership Manager, The Co-Operative, South & West Region, Tel: 01884 266892 Mobile: 07770 331127 Fax: 01884 266887 Email: pete.vallance@co-operative.coop

Liskeard Marketing and Photo II Project brief *(continued)*

3.6 Project completion: 30 April 2014, to the satisfaction of the Client.

3.7 Budget

The Town Team has allocated £12,000 to the Liskeard Marketing and Photo II Project. The appointed agency will be expected to deliver the project for this sum and be accountable for how the funds are spent.

The value of the contract, which will be a small proportion of the £12,000 project cost, will comprise the management fees and expenses for the agency appointed to deliver the whole project and the commission and incidental costs for the photographic commission. The larger part will be the balance for the advertising campaign, which will be held by Cornwall Council, to be drawn down by certified invoice as the project proceeds.

4 Response to the brief

Please structure your submission (as a pdf or PowerPoint) as follows:

- i) **Advertising:** describe your creative advertising campaign, broken down into costed elements over the period of the project.
- ii) **Photographic commission:** identify the photographer, with whom you expect to work in order to generate the new images for the *Your Liskeard* Photo II project, providing biographical details and access to examples of their work. Outline the methodology you would use in engaging traders with the project and the selection of images of people and the town for use in the advertising campaign.
- iii) **Use of images:** describe precisely how the images from the *Your Liskeard* Photo I and II projects will be used to maximise their impact in projecting a positive image of the town.
- iv) **Budget:** provide a breakdown of costs into the broad categories of the brief as follows;
Agency contract costs
 - Fees and expenses for delivering all aspects of the project, calculated on a cost/time basis
 - Photo II project, including commissioning and all production costs***Project expenditure***
 - Advertising campaign
- v) **Experience:** provide evidence of experience in the delivery of projects of a comparable nature and any other qualifications that may be relevant.
- vi) **References:** provide the names and addresses of two clients whom we may contact and for whom you have provided a comparable service in the last three years.

5 The Client

The Executive Board of Liskeard Town Team has authorised the commission, which it has delegated to the Identity Working Group to deliver. Its Chair, Tristram Besterman, will be the primary contact in the commissioning process and for the development and delivery of the project. Cornwall Council oversees the procurement of contracts such as this, and is the fund-holder for the Town Team.

6 Timetable

2013

Invitation to quote published	26 November
Deadline for receipt of submissions	17 December
Shortlisted practitioners notified	20 December

2014

Presentations by shortlisted practices	6 January
Contract awarded	8 January
Project delivered	January – April

Cornwall Council
Standard Terms and Conditions of Purchase of Goods and Services under £10,000

These conditions shall govern the Contract to the exclusion of any terms and conditions of the Supplier. No variation to these conditions shall be binding unless expressly agreed in writing between the Council and the Supplier.

1. Definitions and Interpretation

1.1 The following words and expressions have the following meaning unless inconsistent with the context.

“Council”	means Cornwall Council;
“Contract”	means the contract between the Council and the Supplier to supply the Goods and/or Services consisting of this Order incorporating these standard conditions and such other conditions or documents or specifications specified on the face of this Order;
“Goods”	means the goods specified in the Order;
“Services”	means the services specified in the Order;
“Order”	means the Order made by the Council for the supply of the Goods and/or Services;
“Price”	means the Price payable by the Council for the Goods and/or Services exclusive of VAT.
“Regulated Activity”	means a regulated activity as defined in the Safeguarding Vulnerable Groups Act 2006;
“Supplier”	means the person, firm or company to whom this Order is issued.
“Intellectual Property Rights”	means all vested and contingent and future Intellectual Property Rights including but not limited to copyright, trade marks, service marks, design rights (whether registered or unregistered), patents, know-how, trade secrets, inventions, get-up, database rights and any applications for the protection or registration of these rights and all renewals and extensions thereof existing in any part of the world whether now known or in the future created.

The headings in the conditions are for convenience only and shall not affect its interpretation. The singular includes the plural and vice versa; one gender includes all others.

Reference to any Act or Parliament or any Order, Regulation, Statutory Instrument, Directive or the like shall be deemed to include a reference to any amendment or re-enactment thereof.

2. Quality and Inspection

2.1 The Goods shall be of satisfactory quality and fit for purpose, comply with all applicable published standards and conform in all aspects with the specification supplied/advised by the Council.

2.2 The Supplier will perform the Contract with reasonable care and skill by suitably experienced personnel.

2.3 All Goods/Services shall comply with all relevant Health and Safety legislation.

2.4 The Council shall have the right to inspect and test the Goods any time prior to acceptance. The Council may require the Goods to be tested by the Supplier in the presence of a representative of the Council.

2.5 If the Council are of the opinion the results of the inspection or testing do not comply with the Order the Council shall inform the Supplier. The Supplier shall immediately take action deemed necessary to ensure compliance with the Order.

2.6 The Council is entitled to reject the Goods/Services where they do not comply with the Order.

3. Price, Payment and VAT

3.1 The Price of the Goods/Services shall be as stated in the Order and unless agreed in writing shall be exclusive of VAT but inclusive of all other charges.

3.2 Any VAT payable by the Council shall be payable at the rate and in the same manner for the time being prescribed by law. All VAT charges must be shown separately in the invoice clearly identifying what it relates to.

3.3 Payment of the Price and any VAT shall be made by the Council within 30 days of receipt of a valid invoice.

3.4 No variation in the Price nor any extra charges shall be accepted by the Council unless expressly agreed in writing prior to acceptance of the Goods/Services.

3.5 The Council shall be entitled from time to time to set off any liability of the Supplier to the Council under this Contract or any other contract between the Supplier and the Council without prejudice to any other rights or remedies available to the Council.

4. Delivery, Title and Risk

4.1 The Supplier shall deliver/provide the Goods/Services in accordance with such requirements as are specified in the Order unless otherwise agreed with the Council in writing.

4.2 The Supplier shall off-load the Goods as directed by the Council at its own risk and shall obtain written confirmation of delivery from a duly authorised representative of the Council.

4.3 All Goods must be properly packed and be clearly labelled and addressed. In the event that Goods are damaged or lost in transit, the Council shall inform the Supplier in writing and the Supplier shall replace or repair the Goods at its expense and in such circumstances delivery shall not be deemed to have taken place until replacement or repaired Goods are delivered to the Council.

4.4 Without prejudice to any rights or remedies property and risk in any Goods shall pass to the Council on delivery or when the Council notifies acceptance in writing where the Goods are to be subject to testing, whichever shall be the later.

5. Gratuities

The Supplier and/or Suppliers personnel shall not solicit or accept any gratuity, tip or any other form of money-taking or reward-collection or charge for undertaking its/their work under the Contract other than charges properly approved by the Council in accordance with the provisions of the Contract.

6. Prevention of Bribery

6.1 The Supplier warrants and undertakes to the Council that:

6.1.1 it will comply with applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;

6.1.2 it will comply with the Council's anti-bribery policy as may be amended from time to time, a copy of which will be provided to the Supplier on written request;

6.1.3 it will procure that any person who performs or has performed services for or on its behalf (‘Associated Person’) in connection with this Contract complies with this clause 6;

- 6.1.4 it will not enter into any agreement with any Associated Person in connection with this Contract, unless such agreement contains undertakings on the same terms as contained in this clause 6;
 - 6.1.5 it has and will maintain in place effective accounting procedures and internal controls necessary to record all expenditure in connection with the Contract;
 - 6.1.6 from time to time, at the reasonable request of the Council, it will confirm in writing that it has complied with its undertakings under clauses 6.1.1 ó 1.1.5 and will provide any information reasonably requested by the Council in support of such compliance;
 - 6.1.7 it shall notify the Council as soon as practicable of any breach of any of the undertakings contained within this clause of which it becomes aware.
- 6.2 Breach of any of the undertakings in this clause shall be deemed to be a material breach of the Contract for the purpose of clause 8.

7. Auditors

The Supplier shall co-operate fully at all times with any enquires or investigations of the Council auditors or the Local Government Ombudsman or any similar body.

8. Cancellation/ Termination

- 8.1 The Council may cancel this Order by written notice at any time prior to the Goods/Services being delivered or performed. The Supplier shall promptly repay to the Council any monies paid in respect of the Price and the Council shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 8.2 The Council shall have the right at any time by giving notice in writing to the Supplier to terminate the Contract forthwith if:
 - 8.2.1 the Supplier is in material breach of its obligations under the Contract and where a breach is capable of remedy has failed to remedy the same within 14 days of notice from the Council specifying the breach and requiring its remedy; or
 - 8.2.2 the Supplier being an individual becomes insolvent, or is the subject of bankruptcy order or a bankruptcy petition or makes proposals to his creditors for a voluntary arrangement or any application is made for an interim order in connection therewith; or
 - 8.2.3 the Supplier being a partnership any of the matters referred to in 8.2.2 applies to any partner or any partner dies or the partnership is dissolved; or
 - 8.2.4 the Supplier being a Company becomes insolvent or goes into liquidation (compulsory or voluntary) or if an administrator, receiver, administrative receiver or manager is appointed in respect of the whole or any part of its business or assets or it makes an assignment for the benefit of or composition with its creditors generally or ceases or threatens to cease business.
 - 8.2.5 the financial position of the Supplier deteriorates to such an extent that in the opinion of the Council the capability of the Supplier to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 8.3 The termination of the Contract, however arising, shall be without prejudice to the rights and duties of the Council accrued prior to termination. The conditions which have effect after termination shall continue to be enforceable notwithstanding termination.

9. Indemnity and Insurance

- 9.1 The Supplier shall indemnify the Council against all matters of any kind arising in contract, tort, statute or otherwise directly or indirectly out of the wrongful act, default, breach of contract or negligence of the Supplier, its sub-contractors, employees or agents in the course of or in connection with the Contract. This indemnity shall extend to (but not be limited) in respect of death or injury to persons, damage to property, prevention of corruption, the infringement of intellectual property rights, health and safety, race relations, disability discrimination and data protection investigations.
- 9.2 The Supplier shall maintain adequate insurance against its liability under this Contract and shall provide the Council on written request with evidence that it is being maintained.

10. Intellectual Property Rights

- 10.1 The Goods/Services shall not infringe the Intellectual Property Rights of any third party.
- 10.2 The Supplier shall indemnify the Council against any and all direct losses, claims, damages, costs, charges, proceedings, expenses and demands and actions arising from or incurred by reason of any infringement or alleged infringement of any Intellectual Property Right and/or royalty payment rights of any third party in respect of the Goods/Services.

11. Confidentiality; Disclosure of Information; Freedom of Information Act 2000

- 11.1 The Supplier shall keep in strict confidence any confidential information provided by the Council and shall only use the confidential information received for the purposes of the Contract and shall not disclose the confidential information without the prior written consent of the Council. The Supplier shall take all necessary precautions to ensure that all confidential information is treated confidential and not disclosed (save as expressly permitted by the Contract) other than for the purposes of the Contract or is permitted under the Freedom of Information Act 2000, Data Protection Act 1998 and/or the Environmental Information Regulations 2004.
- 11.2 The Supplier acknowledges that, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000, the content of this Contract is not confidential information. The Council shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000. Notwithstanding any other term of this Contract, the Supplier hereby gives its consent for the Council to publish the Contract in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000 redacted), including from time to time agreed changes to the Contract, to the general public.
- 11.3 The Council may consult with the Supplier to inform its decision regarding any exemptions but the Council shall have the final decision in its absolute discretion.
- 11.4 The Supplier shall assist and cooperate with the Council to enable the Council to publish the Contract.
- 11.5 Nothing contained in this Contract shall prevent the Council from disclosing and/or publishing under the provisions of the Freedom of Information Act 2000, Data Protection Act 1998 and/or the Environmental Information Regulations 2004 any term or Condition or information contained in or relating to the formation of this Contract.
- 11.6 The Supplier shall co-operate with the Council and supply all necessary information and documentation required in connection with any request received by the Council under the Freedom of Information Act 2000, Data Protection Act 1998 and/or the Environmental Information Regulations 2004.
- 11.7 Nothing contained in this Contract shall prevent the Council from disclosing and/or publishing any documents or information produced by the Supplier in accordance with this Contract.

12. Data Protection

The Supplier and Council shall comply with the provisions of the Data Protection Act 1998 and any related legislation insofar as the same relates to the provisions and obligations of the terms and conditions of the Contract.

13.1 Statutory Obligations

13.1 The Supplier shall at all times comply with the requirements of:

13.1.1 the Health and Safety at Work Act 1974, the Management of Health and Safety at Work Regulations 1992 and all other statutory and regulatory requirements and the Council's policies and procedures relating to health and safety;

13.1.2 the Equality Act 2010 and all other relevant related statutory and regulatory requirements and the Council's policies and procedures, copies of which are available on request, relating to equal opportunities and shall not treat any person or group of people less favourably than another on the grounds of race, colour, religion, belief, ethnicity, gender, age, disability, nationality, marital status or sexual orientation; and

13.1.3 all statutory and European and domestic statutory and regulatory requirements where relevant to the provision by the Supplier of the Contract and to be observed and performed in connection with the Contract including any obligations binding upon the Council.

14. Remedies

14.1 If any Goods/Services are not supplied or performed in accordance with, or the Supplier fails to comply with, any terms of the Contract, the Council shall be entitled to any one or more of the following remedies at its discretion:

14.1.1 to rescind the Order;

14.1.2 to reject the Goods (in whole or in part) and return them to the Supplier at the risk and cost of the Supplier on the basis that a full refund for the Goods so returned shall be paid forthwith by the Supplier;

14.1.3 to reject the provision of Services (in whole or in part) at the risk and cost of the Supplier on the basis that a full refund for the rejection of the provision of Service in whole or a reduction from the Price as the Council determines reasonable for the part performed/provided services shall be paid forthwith by the Supplier;

14.1.4 at the Council's option to give the Supplier the opportunity at the Supplier's expense either to remedy any defect in the Goods/Services or to supply or provide replacement Goods/Services and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;

14.1.5 to refuse to accept any further deliveries or provision of the Goods/Services or any part thereof;

14.1.6 to carry out at the Supplier's expense any work necessary to make the Goods/Services comply with the Contract; and

14.1.7 to claim such damages as may have been sustained in consequence of the Supplier's breach or breaches of the Contract.

15. Dispute Resolution

In the event of a dispute between the Council and the Supplier arising in connection with the Contract the Council and the Supplier shall use all reasonable endeavours to resolve the matter on an amicable basis. If the Council and the Supplier fail to resolve such disputes, the dispute shall be referred to the Chief Executive of the Council and the Supplier. The submission of either party to this clause shall not limit their right to commence any proceedings in any court of competent jurisdiction in England and Wales.

16. Whistleblowing

The Supplier shall have in place a process whereby its employees may report in confidence any alleged malpractice on the part of the Supplier and/or the Council as regards any part of the Contract and not take any action against any employee pursuant to its contractual rights in respect of that employee where the employee has in good faith reported alleged malpractice.

17. Assignment and Sub-contracting

17.1 The Supplier shall not be entitled to assign or sub-contract the Contract or any part of it without the prior written consent of the Council.

17.2 The Council may assign or sub-contract the Contract or any part of it to any person, firm or company.

18. Variations

Conditions may only be varied by agreement in writing between Supplier and Council.

19. Safeguarding

19.1 The Supplier shall put or have in place a safeguarding policy which reflects and complements the relevant statutory provisions relating to safeguarding children and/or vulnerable adults and;

19.1.1 the Council's safeguarding policies and procedures; and

19.1.2 the Cornwall and Isles of Scilly Safeguarding Adults Board policies and procedures including but not limited to the Multi-Agency Safeguarding Adults Policy; and

19.1.3 the Cornwall and the Isles of Scilly Local Safeguarding Children Board's safeguarding policies and procedures including the South West Safeguarding and Child Protection Procedures and the Local Safeguarding Children Board Guidelines for Providers; as applicable and amended from time to time to ensure that all allegations, suspicions and incidents of abuse, harm or the risk of harm to children and / or vulnerable adults or where there is a concern about the behaviour of an individual are reported immediately to the Council's Representative and Council's Directorate of Adult Care and Support (Single Point of Access) 0300 1234 131 in respect of a vulnerable adult or the Council's Directorate of Children Schools and Families (Single Referral Unit) 0300 123 1116 in respect of a vulnerable child. The Supplier's safeguarding policies and procedures should include active encouragement to staff in whistle blowing if aware of suspected abuse.

19.2 If appropriate, the Supplier shall submit its safeguarding policy to the Council for approval. The Supplier must incorporate any amendments to the policy which may be advised by the Council.

19.3 Subject to the Government Review of the Vetting and Barring Scheme announced 16th June 2010, the Supplier must if appropriate adhere to the requirements under the scheme including, when appropriate, the referral of individuals to the Independent Safeguarding Authority where there is a concern relating to harm or the risk of harm to children or vulnerable adults or where there is a concern about the behaviour or conduct of an individual. The Supplier shall comply with all statutory obligations in respect of safeguarding and shall act in accordance with the guidance issued by the Independent Safeguarding Authority as amended from time to time.

19.4 If appropriate, the Supplier shall ensure that this Agreement shall be performed with all due care and diligence by personnel who are appropriately qualified, experienced and trained in safeguarding children and vulnerable adults and that all Supplier personnel (paid and voluntary) engaged in the provision of the Services will have undertaken where engaged in Regulated Activity on behalf of the Supplier an Enhanced Criminal Records Bureau Check and the Supplier shall provide the Council's Representative with details of individual Enhanced Criminal Records Bureau Check certificate reference numbers for all personnel likely to be engaged in the provision of the Services concerned and ensure this information is updated as required. The Supplier shall procure that no person who discloses

any conviction or who is found to have any convictions following the checks referred to in this Condition is employed or engaged by the Supplier on the Supplier's behalf without the Council's prior

written consent. All personnel must have a fresh Enhanced Criminal Records Bureau Check if they have a break in service of three (3) months or more.

- 19.5 The Supplier shall ensure that the organisation operates a recruitment and selection procedure which aligns with the Council's safer recruitment and disciplinary standards and which meets the requirements of legislation, equal opportunities and anti-discriminatory practice and ensures the protection of vulnerable children and adults. The selection of all Supplier personnel and volunteers should be fair, safe and effective and the Supplier will be expected to comply with all national requirements for registered providers and shall ensure the stringent checking of identification, qualifications, curriculum vitae and the scrutiny of at least two confidential references which specifically include a response to a question enquiring as to the suitability of the applicant for the post particularly in circumstances where the carrying out of Criminal Records Bureau Checks is not a statutory requirement.
- 19.6 If appropriate, the Supplier shall ensure that vulnerable children and adults are safeguarded from any form of abuse or exploitation including physical, financial, psychological and sexual abuse, neglect, discriminatory abuse or self harm or inhuman or degrading treatment through deliberate intent, negligent acts or omissions.
- 19.7 If appropriate, the Supplier shall ensure that all allegations, suspicions and incidents of abuse are reported immediately to the Council's Representative and shall promptly take appropriate disciplinary action against any member of staff who is engaged or is alleged to be engaged in any of the improper conduct. The Supplier shall promptly inform the Council's Representative of the initiation, nature and outcome of any disciplinary action taken against any member of staff and shall immediately suspend the member of staff from providing the Services pending investigation and completion of appropriate disciplinary action. The Council's Representative may require the Supplier to provide specific further training and support to the member of staff concerned and may request in writing that the Supplier monitors that member of staff's performance and submits a report to the Council's Representative. The Supplier shall ensure that the provisions of relevant contracts of employment of its staff provide for relevant staff consent to the sharing of the information / data described in this Condition.
- 19.8 If appropriate, the Supplier shall procure that all personnel engaged in the delivery of the Services regularly receive appropriate safeguarding training, in relation to vulnerable adults and children, according to their job role as detailed within the Specification or discussed and agreed at subsequent contract review meetings.
- 19.9 If appropriate, the Supplier shall appoint an individual of sufficient seniority for the safeguarding of vulnerable adults and children. This individual shall be responsible for the implementation and monitoring of the Supplier's safeguarding policies and procedures in accordance with the terms of this Agreement. The Supplier shall produce such safeguarding reports as detailed within the Specification or discussed and agreed at subsequent review meetings.
- 19.10 The Supplier shall:
- 19.10.1 have in place a process whereby its employees may report in confidence any alleged malpractice on the part of the Supplier as regards any part of the provision of the Services;
- 19.10.2 not take any action against any employee pursuant to its contractual rights in respect of that employee where such employee has in accordance with the process provided pursuant to Condition 9.10.1 and in good faith reported alleged malpractice on the part of the Supplier.

20. Third Party Rights

A third party who is not a party to the Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 (the Act) to enforce any term of the Contract but this does not affect any right or remedy of a third party which exists or is available apart from the Act.

21. Notice

Any notice about the Contract may be sent by hand or by ordinary, registered or recorded delivery post or transmitted by facsimile transmission or other means of telecommunications resulting in the receipt of written communication in permanent form and if so sent or transmitted to the address of the party shown on the Contract, or to such other address as that party has notified to the other, shall be deemed effectively given on the day when in the ordinary course of the means of transmission it would be first received by the addressee in normal business hours.

22. Communications

Any communications oral or written between Supplier or Council and any third party on behalf of the Council shall be conducted in the English language.

23. Force Majeure

The Council reserves the right to defer the date of delivery or payment or cancel the Contract or reduce the volume of Goods or provision of Services ordered if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Council including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, fire, explosion, flood, epidemic, lockouts, strikes or other labour disputes (whether or not relating to either party's workforce) or restraints or delays affecting carriers or inability or delay in obtaining supplies or adequate or suitable materials.

24. Governing Law

The Contract shall be governed by and construed in accordance with the laws of England and Wales.